

Loppet Events---Youth Program Registration Form

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Program Affiliation:



THE LOPPET FOUNDATION ASSUMPTION OF RISK, RELEASE OF LIABILITY AND PHOTOGRAPHY RELEASE. READ CAREFULLY BEFORE SIGNING

I understand that triathloning, cross country skiing, skijoring, trail running, rollerskiing, paddling, mountain biking, ice bike racing, orienteering, as well as preparation for participation in, coaching, volunteering, officiating and related activities in competitions and clinics (hereinafter collectively referred to as "Activities"), involve many RISKS, DANGERS and HAZARDS. These risks, dangers and hazards include, but are not limited to, changing weather, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by competitors/riders or equipment, and exceeding one's own abilities. I further understand that competition may be more hazardous than recreational activity. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities. I know that the risk of SEVERE INJURY and even DEATH exists in all training and competition locations and activities, including triathloning, cross country skiing, paddling, running, rollerskiing, orienteering and bicycle riding. I also know that personal training, coaching, instruction, supervision and enforcement of rules by the City of Lakes Nordic Ski Foundation, its subsidiaries, affiliates, officers, directors, volunteers, employees, coaches, contractors and representatives, local ski clubs, competition organizers and sponsors, and facility operators (hereinafter the term "COLNSF" shall be used to refer to all such persons and entities collectively) do not and cannot guarantee my safety.

With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in triathlon competition, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES, even if I follow the instructions or advice of City of Lakes Nordic Ski Foundation ("COLNSF").

In partial consideration of COLNSF's acceptance of my registration for the City of Loppet and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter "Competitor") agrees to comply with and be bound by the following terms at all times, whether training or practicing for competition, or in competition.

- 1. Competitor hereby unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY COLNSF, the City of Minneapolis, the Minneapolis Park & Recreation Board, the Minneapolis Public Schools, the Minneapolis Department of Community Education, Trips for Kids, True North Adventures, the Greenway Coalition, Wheel Fun Rentals, Hoigaard's, the City of Golden Valley, BNSF Railway, and Canadian Pacific Railway FROM ANY CLAIMS, present or future, to Competitor or his/her property, or to any other person or property, for any loss, damage, expense, or injury (including DEATH), suffered by any person from or in connection with Competitor's participation in any Activities in which COLNSF is involved in any way, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty on the part of COLNSF.
- 2. Competitor hereby RELIEVES COLNSF OF ANY DUTY TO PROTECT COMPETITOR FROM HARM in connection with any Activities in which COLNSF is involved in any way.
- 3. Competitor authorizes COLNSF to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of COLNSF, medical attention is required and Competitor is unable to make such decisions for himself/herself. Competitor agrees to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS COLNSF of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.
- 4. Competitor agrees never to utilize any run, course or facility for any training, practice or competition without first conducting his/her own thorough visual inspection of the run, course or facility.
- 5. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Minnesota (for any injury or dispute arising out of the Tri-Loppet), without reference to principles governing choice or conflicts of laws. In addition, Competitor agrees that all lawsuits for personal injury or related loss against COLNSF must be maintained in state courts sitting in Hennepin County, Minnesota or federal district courts sitting in the District of Minnesota and Competitor consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable.6. Competitor agrees to allow CoLNSF to use his/her photograph for any and all promotional purposes.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT. COMPETITOR SIGNIFIES HIS ASSENT TO THE ABOVE TERMS BY SIGNING RELOW.

| AGREEMENT, COMPETITOR SIGNIFIES HIS ASSENT TO THE ABOVE TER | MS BY SIGNING BELOW: |
|---|--|
| Printed Name: | Date of Birth: |
| Signature: | Date Signed: |
| SIGNATURE OF PARENT OR GUARDIAN REQUIRE As the parent or guardian of the minor Competitor named above, I hereby waiver and release described above on behalf of myself, the Competitor, and any oth binding on me, the Competitor, and our respective heirs, executors, administrators a the right of any other parent or guardian to maintain any claim or suit against COLN involving COLNSF in any way. I believe and represent that I HAVE LEGAL AUT REPRESENTATIONS, WAIVERS AND RELEASES, AND I AGREE TO DEFEN liability arising out of any lack of authority on my part to legally bind the Competitor representations, waivers and releases made by or on behalf of the Competitor. | make and enter into each and every agreement, representation, her parent or guardian of the Competitor, intending that they be nd assigns. I intend to give up my right, the Competitor's right, and ISF arising out of the Competitor's participation in any Activities HORITY TO MAKE THESE AGREEMENTS, ID AND INDEMNIFY COLNSF from and against any and all |

Parent or guardian's signature _____

Printed name