

Gunstock Nordic Association Membership Application

Acknowledgment of Risks & Hazards Liability Release & Agreement Not To Sue

Athlete's Information:

Athlete's name _____ DOB _____
Grade _____ School _____ School telephone _____
Parent's name (if under 18) _____
Address _____
City _____ State _____ Zip _____
Telephone () _____ email _____

I understand that cross-country skiing, ski jumping, dry-land training and other competitive sports activities are HAZARDOUS ACTIVITIES. I understand that cross-country skiing, ski jumping, and the use of skis, other equipment and jumps involves risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in the sports of cross-country skiing, ski jumping and other activities including but not limited to: surface or sub-surface snow or ice conditions whether natural or machine-made, the unevenness of the surface which contains rocks, bumps, ruts, stumps, the steepness of the terrain, jumps, and other features, whether natural or man-made, collisions with other trail users, trees, poles or objects. I understand that having a Gunstock Nordic Association (GNA) employee or coach present does not lessen the amount or severity of the risks of these activities. I understand that GNA is not responsible for my safety. It is further understood that training, racing or jumping competitively is more HAZARDOUS than recreational skiing and jumping. Furthermore, I understand that I must keep deliberate and conscious control of my physical body, both on the ground and in the air, while properly using my equipment in variable weather, snow and terrain conditions.

I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in these activities. Initials: _____

I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in these activities or related activities, or while present on GNA or other premises, and I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS Gunstock Nordic Association and Gunstock Recreation Area, their owners, directors, officers, agents, employees, land owners, (hereinafter "Releasees") from any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in these activities, related activities, or my use of the Releasees trail system, its equipment, or any equipment, or GNA or other premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused.

I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEYS FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OR THEIR OWN NEGLIGENCE, THAT IS, THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.

I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of New Hampshire. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims, which I may bring against the Releasees, shall be submitted to the jurisdiction of the Belknap County, New Hampshire Courts and that no claims against the Releasees shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.

I agree with the premise that a participant is a competitor at all times, whether practicing for competition or in competition. I agree that the competitor is always provided an opportunity to conduct a reasonable physical and visual inspection of the training, race or competition course or jumps and I agree to physically and visually inspect the course before competing or training. I agree and understand that the competitor will be held to assume the risk of all course and jump conditions including, but not limited to, weather and snow conditions, premises, course or jump construction or layout and obstacles.

I acknowledge that Releasees have made themselves available to answer any question or address any concerns regarding the hazardous nature of the sports of cross-country skiing and ski jumping and the risk of injury involved in training, participation and competing in these sports.

I authorize Releasees to administer first-aid as they deem necessary. I authorize transportation to a medical facility, at my expense, if deemed necessary by Releasees. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical care necessary for the well-being of my child at my expense. I agree that upon transporting the child to any medical facility, clinic or hospital, that the responsibility of the Releasees shall be totally fulfilled and the Releasees shall have no further responsibility for the child. I understand that the Releasees will, to the best of their ability attempt to notify me as soon as possible in the event of an emergency.

I consent to the use by Releasees of any pictures (video and print) for commercial purposes, or otherwise, of me in connection with the activities of GNA.

I understand that permission to use Releasee's equipment, trail system and premises is being given to the undersigned participant in exchange for the execution of this Liability Release and covenant Not to Sue. I have read the above paragraphs and fully understand them. I understand that this is a RELEASE OF LIABILITY which will legally prevent me or any other person from filing suit or making any other claims for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I have made no misrepresentations to Releasees regarding my name, age, or medical condition.

Signature

(competitor) _____ Date _____

Participant Under 18 Years of Age: As parent/guardian signing this agreement for the above named minor, I acknowledge that I am authorized to sign this agreement for the minor. I acknowledge and agree that I have read the above release, and that by signing this Release on behalf of the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS the Releasees for any claim or suit arising out of said minor's participation in the activity or said minor's presence on Gunstock's premises.

Signature (Guardian) _____ Date _____