

Mt. La Crosse Ski Team
Waiver and Release of Liability, Assumption of Risk Agreement ("Agreement")
For the "Annual" Ski Season-Policy starting November 1st, 2019

1. In consideration for myself OR my child participating in the snow ski and snowboard related activities **offered by Mt. La Crosse Ski Team (MLST)**. I represent that I OR my child **understand** the nature of this Activity and I **am** OR my child is **qualified**, in good health, and in proper physical condition **to participate** in such Activity. I acknowledge on behalf of myself OR my child that **if I OR my child believe event/Activity conditions are unsafe** we will immediately discontinue in the Activity.

2. It is **fully understood that this activity involves risks** of serious bodily injury, including permanent disability, paralysis and/or death, **which may be caused by** my OR my child's own actions or inactions, **those of others** participating in the Activity, **the conditions** in which the Activity takes place, or the **negligence** of the "releasees" named below, and that there may be other risks either not known to me OR my child, or not readily foreseeable at this time; and I OR my child **fully accept and assume all such risks and all responsibility** for losses, costs and damages I OR my child might incur as a result of my OR my child's participation in the Activity.

3. **By signing this Waiver and Release of Liability (Agreement), I waive and release Mt. La Crosse Ski Team**, its agents, servants, employees, insurers, successors and assigns from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at the facility.

4. This waiver and release is intended to and does release Mt. La Crosse Ski Team from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Mount La Crosse Ski Team's negligence. This is not intended to release Mt. La Crosse Ski Team from any liability resulting from their intentional conduct.

5. I further covenant and agree not to institute any claims or legal action against Mt. La Crosse Ski Team for any claim released by this Agreement. I further agree that should any claim be made against Mt. La Crosse Ski Team in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Mt. La Crosse Ski Team for any such claim and expenses including attorney's fees and costs incurred by Mt. La Crosse Ski Team in defending themselves or security indemnity hereunder.

6. I understand that Mt. La Crosse Ski Team is not responsible for any lost, stolen, or damaged valuables or property.

7. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the "Agreement" and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Mt. La Crosse Ski Team for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Mt. La Crosse Ski Team will void and terminate this Agreement and may result in loss of the ability to use the facility.

I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age.

Name of Athlete (please print) _____

Parent/Guardian (please print) _____

Signature of athlete (if 18) or Parent/Guardian _____ Date _____