Mount Sopris Nordic Council Inc. / Spring Gulch Trail System Release & Waiver of Liability, Assumption of Risk and Indemnity Agreement

In consideration of myself OR my child being permitted to participate in the Nordic Skiing activities ("Activities") of the above named Nordic Ski Organization, I represent that I do, on behalf of myself OR my child:

- 1. I acknowledge, agree and represent that I fully understand the nature of nordic skiing and nordic ski activities and that I am OR my child is qualified, in good health, and in proper physical condition to participate in such Activities.
- 2. I fully understand that (a) Nordic Skiing activities involve inherent risks and dangers of serious bodily injury, and or death, (b) these risks and dangers may be caused by my own (or my child's) actions or inactions, or omissions, intentional or otherwise, or the actions or inactions of others participating in the Activities, and /or the condition of which the Activities take place and /or the conditions of the nordic ski equipment or other equipment, that I OR my child may use/rent/borrow for participating in any such activity.
- 3. I hereby agree for myself and for my child (if applies), to release, discharge, indemnify, and covenant not to sue the above listed Nordic Ski Organization or it's parent organization, it's respective administrators, directors, agents, officers, members, volunteers, and employees, any sponsors, advertisers, and, if applicable, owners and lessors of premises of property on which the Activities take place (each considered one of the "Releasees" herein), from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise.
- 4. I fully accept and assume all such risks and all responsibility for losses, costs, damages that I OR my child incur as a result of my OR my child's participation in the Activities. My signature signifies that I fully understand and agree to be bound by this Release and Waiver Agreement, for myself and for my underage child (if applicable), and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, and understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PRINTED NAME OF PARTICIPANT		
ADDRESS	PHONE	
PARTICIPANT'S SIGNATURE	DATE	
(PARENT'S SIGNATURE IF PARTICIPANT IS A MINOR CHILD)		

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