Plain Valley SKI Trails

Trail use release, waiver of liability and assumption of risk agreement.

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

- 1. **I acknowledge, agree and represent** I fully understand the nature of Nordic skiing, any kind of dryland training, hiking, running, roller skiing, cycling, stand up paddle boarding, and Nordic Ski Center/Club 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 Ski Center/Club 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 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** to allow the Plain Valley Nordic Team, Inc., Plain Valley Ski Trails, Inc., and/or Plain Hardware, to use and/or share photos and videos of myself or my child for any purpose without compensation.
- 4. **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 Center/Club or its parent organization, its respective administrators, directors, agents, officers, members, volunteers, and employees, any sponsors, advertisers, and if applicable, owners and leasers 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. I further agree that if, despite this release, waiver of liability, and assumption of risk, that I, or anyone on my behalf OR on behalf of my child, makes a claim against any of the Releases, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which may incur as the result of such claim.
- 5. **I fully accept and assume** all such risks and all responsibility for losses, cost, damages that I OR my child incurs 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, not with standing, shall continue in full force and effect.
- 6. **I agree to notify Plain Valley Ski Trails, Inc., immediately** via phone at (509) 630-1107 in the event of an injury or accident and to complete a signed accident report immediately following the injury and submit it to Plain Valley SkiTrails, Inc., located at 18636 Beaver Valley Road, Leavenworth, WA, 98826.
- 7. **The term of this liability release** shall be in perpetuity, or until cancelled in writing and delivered to Plain Valley Ski Trails., via certified mail.

| PARTICIPANT PRINTED NAME | AGE (if under 18) |
|--|-------------------|
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| PARTICIPANT OR GUARDIAN SIGNATURE Signature of participant OR Parent/Legal Guardian if participant is a Minor child (Under 18 years of age). | DATE |