

Event:

Trip leader:

Event date:

**THE NORDIC SKI CLUB OF MILWAUKEE, INC.
ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY
AND INDEMNIFICATION AGREEMENT**

WHEREAS, the undersigned and/or the below-named minor(s) desires to participate in sporting and/or recreational activities (hereinafter "Activities"), including but not limited to, cross-country skiing, rock climbing, canoeing, hiking and biking, sponsored, coordinated, organized and/or assisted by the Nordic Ski Club of Milwaukee, Inc. ("NSCM"), its members, agents, partners, employees, representatives, officers, directors or affiliates (hereinafter "Its Representatives"); and

WHEREAS, the undersigned acknowledges and understands that the Activities in which I or the below-named minor(s) will participate carry certain inherent risks and dangers of accident, serious personal injury and/or death; that there are certain natural and man-made obstacles and hazards as well as surface and environmental conditions which may create additional risks; that transportation to and from any sporting and/or recreational activity sponsored, coordinated, organized and/or participated in by NSCM, or its Representatives creates and has other additional risks associated therewith; and that neither NSCM, or its Representatives can control these risks. I further certify and acknowledge that NSCM, or its Representatives assisting or participating in any NSCM activity does so solely as a matter of convenience to accomplish NSCM's common purpose of enjoying various Activities, and I do not expect or assume that NSCM, or its Representatives to meet any particular standard of expertise or ability. I acknowledge, agree and assume all risk whatsoever of personal injury, death or property damage which I or the below-named minor(s) may incur, as a result of, in connection with, arising out of, on account of, or growing out of Activities engaged in by myself and or the below-named minor(s) which are sponsored, coordinated, organized and/or assisted by NSCM, or its Representatives, including travel to and from said activities, except in the case of willful or intentional misconduct of NSCM, or its Representatives.

NOW THEREFORE, the undersigned, on behalf of myself and/or the below-named minor(s), in consideration of the opportunity for myself and/or the below-named minor(s) to participate in Activities sponsored, coordinated, organized and/or assisted by NSCM, or its Representatives, and for other good and valuable consideration, do hereby release, discharge and acquit forever, NSCM, or its Representatives from any and all liability, claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation whatsoever which the undersigned and/or the below-named minor(s) may have or incur, as a result of, arising from, on account of, or growing out of, any bodily and personal injury (including death) to, or property damage which I and/or the below-named minor(s) may have or incur, as a result of, on account of, growing out of, or arising in connect with, the undersigned's and/or the below-named minor(s) participation in any Activity sponsored, coordinated, organized and/or assisted by NSCM, or its Representatives, including travel to and from said activities, except in the case of willful or intentional misconduct of NSCM, or its Representatives.

FURTHER AND BY WAY OF INDEMNITY, the undersigned hereby expressly understands and agrees, on behalf of myself and/or the below-named minor(s) to indemnify and hold harmless NSCM, or its Representatives against any and all claims, liability, actions, causes of action, demands, rights, damages costs, expenses and compensation whatsoever incurred by NSCM, or its Representatives, as a result of any accident or injury which I and/or the below-named minor(s) may incur or have, as a result of, on account of, growing out of, or arising from, the undersigned's and/or the below-named minor(s) participation in Activities sponsored, conducted, organized and/or assisted by NSCM, or its Representatives, including travel to and from said activities, except in the case of the willful or intentional misconduct of NSCM, or its Representatives.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT" AND UNDERSTAND ITS CONTENTS. I AM SIGNING THIS RELEASE VOLUNTARILY OF MY OWN FREE WILL IN ORDER TO ALLOW MYSELF AND/OR THE BELOW-NAMED MINOR(S) TO PARTICIPATE IN ACTIVITIES SPONSORED, COORDINATED, ORGANIZED AND/OR ASSISTED BY NSCM, OR ITS REPRESENTATIVES AND I UNDERSTAND THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND NSCM. I FURTHER ACKNOWLEDGE THAT I HAVE A RIGHT TO HAVE THIS RELEASE REVIEWED BY AN ATTORNEY PRIOR TO SIGNING.

Signature of Guest **Print Name of Guest** **Date**

Signature of Guest **Print Name of Guest** **Date**

I agree that I am solely responsible for the safety of the below-named minor(s) while he/she participates in any aspect of NSCM Activities. If the below-named minor(s) are injured or suffer a loss in an NSCM Activity, I will reimburse NSCM or its Representatives who are held liable for any injury or loss sustained by below-named minor(s). I also assume sole responsibility for determining whether the below-named minor(s) are competent or physically fit to participate in any NSCM Activity.

Signature of parent/guardian **Print Name of Minors/Minor Guests** **Date**