

JACKSON BIATHLON

WAIVER AND RELEASE OF LIABILITY

Please complete the following information:

Today's Date _____ USBA # _____

Name _____ Age _____

Address _____

Phone _____ Email _____

Emergency Contact Name _____

Emergency Contact Phone _____

Please initial: _____ I have read, understand, and agree to abide by the Jackson Biathlon Range Protocols.

The above named has been cleared to open and close the Jackson Biathlon Range following the procedures listed in the Range Protocols.

_____ Chief of Range _____ Date _____

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY i) JACKSON BIATHLON, ii) JACKSON SKI TOURING FOUNDATION, iii) ALL PARTIES THAT OWN REAL PROPERTY ON WHICH THE EVENT TAKES PLACE, AND iv) ALL PARTIES PROVIDING PERSONAL PROPERTY AND SERVICES USED IN CONDUCTING THE EVENT, AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, CLUBS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL RACES AND ACTIVITIES ENTERED AT THE EVENT, REGARDLESS OF WHETHER OR NOT LISTED ABOVE. I HAVE READ THIS CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

In consideration of the issuance of a license to me by one or more Releasees or the acceptance of my application for entry in the above event, I hereby freely agree to and make the following contractual representations and agreements. **I ACKNOWLEDGE THAT BIATHLON IS AN INHERENTLY DANGEROUS SPORT INVOLVING EXTREME PHYSICAL EXERTION AND GUNS AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THIS EVENT**, whether as an athlete, official, coach, mechanic, volunteer, or otherwise, and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, but not limited to falls, contact and/or effects with other participants, effects of weather including heat, cold, and/or humidity, defective equipment, the conditions, roads, and trails, contact with other athletes or their equipment, any hazard that may be posed by spectators or volunteers, and all such risks being appreciated by me, equipment failure, inadequate safety equipment, use of equipment or materials, provided by the event organizer and others, **THE RELEASEES' OWN NEGLIGENCE**, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with the event. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this event, and their respective agents, officials, and employees through or by which the event will be held,
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(the forgoing are also collectively deemed to be Releasees), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW**, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connections with, or arising out of, my participation in or association with the event, or travel to or return from the event. I agree it is my sole responsibility to be familiar with the event or course and agenda, the Releasees' rules, and any special regulations for the event and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the event which may be beyond the control of the Releasees, and I must participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with this event. I will wear protective gear which satisfies the requirements of the Releasees' Racing Rules or Regulations and that can protect against serious injury, and assume all responsibility and liability for the selection of such and any modifications or attachments made thereto. I have no physical or medical condition which would endanger myself or others if I participate in this event, or would interfere with my ability to safely participate in the event, and I certify that I am physically fit, have sufficiently trained for participation in this event(s), and have not been advised against participation by a qualified health professional. I acknowledge that my statements on this Release Form and Temporary License Agreement are being accepted by the Jackson Biathlon (JB) in consideration for allowing me to participate in this biathlon event(s) and are being relied upon by JB and all other event sponsors and participants in permitting me to participate in any JB sanctioned event. I understand that drug testing may be conducted for athletes registered for this event and that the use of blood boosting or substances prohibited by Releasees' rules would make me subject to penalties including, but not limited to, disqualification and suspension. I agree to be subject to drug testing if selected, and its penalties if I fail to comply with the testing or am found positive for use of a banned substance.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Signature of Participant and/or Parent/Guardian of Minor Child

Date

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ (Child). My Child is fit for the event, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** and our heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my child because of my Child's participation in the event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS TO THE MAXIMUM EXTENT PERMITTED BY LAW.** **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim from my Child's participation in the event.

Signature of Parent/Guardian of Minor Child

Date

