

PARTICIPANT AGREEMENT, WAIVER, RELEASE OF CLAIMS, WARNING OF RISK, AND ASSUMPTION OF RISK.

PARTICIPANTS, PARENTS AND/OR LEGAL GUARDIANS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

PLEASE READ EACH LINE BEFORE SIGNING. I understand and acknowledge that by signing below, I am legally agreeing to all of the following statements with regard to my or my child's participation in the Seven Oaks Recreation Youth Development and Race Team. I understand and acknowledge that events may be held at Seven Oaks Recreation and/or at other ski areas away from Seven Oaks Recreation.

I understand and acknowledge that events held away from Seven Oaks Recreation may be offered to the Seven Oaks Recreation Youth Development and Race Team but are not financed or part of Seven Oaks Recreation, Inc. I also understand that participating in events away from Seven Oaks Recreation will include traveling (transportation) and possibly overnight lodging which are the sole responsibility of the racers and their families.

I am aware and fully understand that snow skiing and/or snowboarding from recreational to competitive are very dangerous. They involve the risk of damage, serious injury and death, both to myself and to others. I understand that participation in these activities may result in damage, injury and death and that I may incur medical, repair, and/or funeral expenses.

I expressly, knowingly, and voluntarily assume all of the risks of participating in snow skiing and/or snowboarding. I understand and acknowledge that these risks include, but are not limited to: falls; illness; infection; contact or collision with spectators, personnel, and other pedestrians; contact or collision with motor vehicles or machinery; contact or collision with other participants of varying skill levels; contact and the effects of contact with natural and man-made fixed objects; natural and man-made water, road and surface hazards; inadequate competition equipment and/or equipment failure; dangers arising from weather conditions, including but not limited to extreme heat, cold, humidity, ice, rain, snow or fog; imperfect course conditions; and inadequate safety measures. I understand and acknowledge that these risks may cause harms including, but not limited to: bodily injury, ranging from minor to severe; illness or infection, ranging from minor to severe; physical and/or mental effects of exposure to extreme conditions and circumstances, ranging from minor to severe; temporary or permanent disability; paralysis; death; and property damage or loss. I understand that the risks of participating may be caused in whole or in part by: my own actions or inactions; the actions or inactions of other participants; the actions or inactions of spectators or other pedestrians; and/or the actions, inactions, or negligence of the Released Parties (as defined below). I accept full and sole responsibility for the condition and adequacy of my equipment. I expressly assume all risks and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of participating.

I agree that it is my responsibility to determine whether I am sufficiently fit, healthy, skilled, and physically trained to safely participate. I hereby represent that I am, and on the date of an event at or away from Seven Oaks Recreation, will be, in good health and in proper physical condition to safely participate. I attest that I am covered by medical insurance, individually or as part of an organization.

I consent to receive medical care and treatment as determined by appropriate Seven Oaks Recreation, Inc. personnel during any event at Seven Oaks Recreation. I agree to assume liability for any and all medical costs incurred as a result of my participation in the Seven Oaks Recreation Youth Development and Race Team that are not covered by my insurance, including but not limited to costs of: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Released Parties from all liability for such costs.

I hereby waive, release, and forever discharge Seven Oaks Recreation, Inc., and the other Released Parties from any and all claims I may have arising out of my participation in the Seven Oaks Recreation Youth Development and Race Team. I covenant and agree not to sue Seven Oaks Recreation, Inc., or any of the other Released Parties for any such claims.

In consideration of being permitted to participate in the Seven Oaks Recreation Youth Development and Race Team, I hereby waive, release, and forever discharge the following parties (the "Released Parties") from any and all Claims (as defined below): Seven Oaks Recreation, Inc. and its directors, officers, employees, agents, contractors, insurers and volunteers, event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; all other persons or entities involved with the Seven Oaks Recreation Youth Development and Race Team and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, shareholders, supervisors, insurers, agents, and representatives of any of the foregoing. In consideration of being permitted to participate in the Seven Oaks Recreation Youth Development and Race Team, I hereby waive, release, and forever discharge the Released Parties from all of the following (the "Claims"): any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic & non-economic), and causes of action, of any kind or nature, which I have or may have in the future (including court costs, attorneys' fees, and litigation expenses), that may arise out of, result from, or relate to my participation in the Seven Oaks Recreation Youth Development and Race Team or my travel to or from any event at Seven Oaks Recreation or other events not sponsored or hosted by Seven Oaks Recreation. I understand and acknowledge that these Claims include, but are not limited to, causes of action for

death, personal injury, partial or permanent disability, negligence, and property damage or theft; causes of action relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the site of Seven Oaks Recreation or elsewhere); and claims for medical or hospital expenses. I understand and agree that the foregoing waiver, release, and discharge applies **EVEN IF THE CLAIMS ARE CAUSED BY THE NEGLIGENT ACTS, OMISSIONS, OR CARELESSNESS OF ANY OF THE RELEASED PARTIES.**

I understand that this waiver, release and discharge operates for myself as well as on behalf of my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf.

I hereby agree to indemnify, defend, and hold harmless Seven Oaks Recreation, Inc. and the other Released Parties from any and all expenses incurred and claims made that relate to my breach of this Agreement. I hereby agree to indemnify, defend and hold harmless Seven Oaks Recreation, Inc. and the other Released Parties from any and all expenses incurred and all claims made by myself or others (including but not limited to court costs, attorneys' fees, and litigation expenses) that arise out of or result directly or indirectly from my breach or failure to abide by any part of this Agreement, my failure to follow any rules or directions and/or any of my actions or inactions which cause injury or damage to any other person or property.

I understand that this agreement to indemnify, defend, and hold harmless operates for myself as well as on behalf of my spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf. I understand and acknowledge that by signing below, I agree that the statutes and laws of the State of Iowa will apply to all matters relating to this Agreement, including participation in Iowa, regardless of the actual location of an event that I participate in as a member of the Seven Oaks Recreation Youth Development and Race Team or the principles of conflict of laws. I agree that exclusive jurisdiction for any dispute with Seven Oaks Recreation, Inc. resides in the courts of the State of Iowa and expressly consent to the exercise of personal jurisdiction in the State of Iowa in connection with any dispute. I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by the State of Iowa, and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

BY SIGNING BELOW, I AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT. – OR - I, THE PARENT OR GUARDIAN OF THE PARTICIPANT, HEREBY GIVES MY APPROVAL TO MY/OUR CHILD'S PARTICIPATION IN THE SEVEN OAKS YOUTH DEVELOPMENT AND RACE TEAM AND ITS ACTIVITIES.

I assume all risks and hazards incidental to my/our child participating in the Seven Oaks Youth Development and Race Team, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Seven Oaks Recreation, Inc. and the other Released Parties as defined above for any claim arising or of an injury to my/our child and from any and all claims, causes of actions, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, from all claims or liabilities of any kind arising out of or connected with my child's participation in the Seven Oaks Recreation Youth Development and Race Team, **including claims caused by the negligent acts, omissions or carelessness of the Released Parties.**

BY SIGNING BELOW I AFFIRM THAT I HAVE READ THIS AGREEMENT, I UNDERSTAND IT'S CONTENT, AND I INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.

TODAYS DATE: _____

_____ PRINT PARTICIPANT NAME	_____ PARTICIPANT SIGNATURE	_____ PARENT / GUARDIAN SIGNATURE
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