

MADISON NORDIC SKI CLUB

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "**I**" or "**me**") desires to participate in cross country skiing, roller skiing, running, trail running, in-line skating, ice skating, strength training, and/or other athletic activities, as well as preparation for participation in, coaching, volunteering, officiating and related or similar activities in competitions, camps, trainings and clinics (collectively, the "**Activity**") organized and/or sponsored by **Madison Nordic Ski Club, Inc.**, a non-stock corporation organized under the laws of the State of Wisconsin (the "**Club**"). In consideration of being permitted by the Club to engage in the Activity, the intangible value that I will gain by participating in the Activity, and in recognition of the Club's reliance on this Release of Liability and Assumption of Risk (this "**Release**"), I agree to all the terms and conditions set forth in this Release.

1. I am aware and understand that the Activity is a potentially dangerous activity and involves many RISKS, DANGERS, and HAZARDS, that include, but are not limited to, the risk of serious injury, disability, death, and/or property damage. These risks, dangers and hazards may result from, among other things, changing weather or snow conditions, variations in steepness or terrain, natural and man-made obstacles and structures, falling on snow or ice, equipment failure, collisions with objects or structures, and/or being struck by other athletes or equipment. I further understand that competition may be more hazardous than recreational activity. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of engaging in the Activity. I am also aware of the highly contagious nature of bacterial and viral diseases that include, but are not limited to, the 2019 novel coronavirus disease (commonly referred to as "COVID-19") (collectively, the "**Disease**"). I understand the risk that I may be exposed to or contract the Disease by engaging in the Activity, which may result in serious illness, personal injury, disability, and/or death. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Club employees or others, that may include, but are not limited to, negligent emergency response or rescue operations of the Club. I understand that the Club cannot guarantee that I will not suffer serious injury, disability, death, and/or property damage, or become infected with the Disease, due to my participation in the Activity and that engaging in the Activity may increase my risk of contracting the Disease. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE CLUB OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Club, and its officers, directors, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, "**Releasees**"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Club or any Releasees or otherwise. I covenant not to make or bring any such claim against the Club or any other Releasee, and forever release and discharge the Club and all other Releasees from liability under

such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Wisconsin law does not permit to be released by agreement.

3. I confirm that I am: (a) in good health, in proper physical condition, and do not have any medical or other conditions that would impair my ability to participate in the Activity; and (b) not experiencing symptoms of the Disease (that may include, but are not limited to, fever, cough, or shortness of breath), do not have a confirmed or suspected case of the Disease, and have not come in contact in the last fourteen (14) days with a person who has been confirmed to have or suspected of having the Disease. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity and the Disease while participating in the Activity, that include, but are not limited to, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. I will also follow all instructions, recommendations, and cautions of the Club at all times during the Activity. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Activity, or I begin experiencing symptoms of the Disease, I will immediately discontinue further participation in the Activity.

4. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Club from any claim based on such treatment or other medical services.

5. This Release constitutes the sole and entire agreement of the Club and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Club and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Dane County, Wisconsin, and I hereby consent to the exclusive jurisdiction of such courts.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CLUB.

Participant:

Signature:

Printed Name:

Address:

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this Release.

Parent or Legal Guardian:

Signature:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____