

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

For the annual membership season ending September 30, 2023

In consideration of myself, my children and all members of my household participating in activities offered, provided, encouraged, endorsed, promoted, or otherwise made available by the actions of the Ely Nordic Ski and Bike Club,

I represent that I, my child or other members of my household understand the nature of these activities and that I, my child, or other household member are qualified, in good health and in proper physical condition to participate in such activities. I acknowledge on behalf of myself, child or household member that if I/we believe activity conditions are unsafe, we will immediately discontinue said activity.

It is fully understood that these activities involve inherent risks and dangers of serious bodily injury, including permanent disability, paralysis and/or death, which may be caused by myself, child or household members' own actions or inactions, those of other participating in activities, the conditions in which the activities take place, or the negligence of the 'releasees' named below, and that there may be other risks known to me, my child, or household member, or not readily foreseeable at this time; and I, or my child, or other household member fully accept and assume all such risks and all responsibility for losses, costs and damages I or my child or household member might incur as a result of my, my child, or my household member' participation in the activities.

I hereby agree for myself and my child and any other household member to release, discharge, indemnify and covenant not to sue the Ely Nordic Ski and Bike Club, its respective administrators, directors, agents, officers, volunteers, and employees, any sponsors, advertisers, and owners and lessors of the premises on which the activities take place (each considered one of the "Releasees" herein), and release and discharge them 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, including negligent rescue operations; and 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 or household member, makes a claim against any of the Releasees, 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.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement/release is held to be invalid the balance, notwithstanding, shall continue in full force and effect.