

MIDWEST COLLEGIATE SKI ASSOCIATION

A Minnesota Nonprofit Corporation

2007-2008 SEASON

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Effective Date: _____

Printed Name and Age of Participant

This Agreement ("Agreement"), is entered into by the undersigned individual who is a snowsport participant ("Participant") or Participant's legal guardian or parent if Participant is a minor, and Midwest Collegiate Ski Association, a Minnesota nonprofit corporation ("MCSA"). MCSA conducts amateur snowsport events ("Event"). A typical MCSA event is amateur alpine snowsport racing. In consideration for MCSA conducting such collegiate racing events, and as a condition of Participant being permitted to engage in an Event, Participant represents and agrees:

1. Participant understands and hereby acknowledges that an Event will involve hazards and risks of serious bodily injury, potentially resulting in permanent disability, paralysis, or death.
2. The undersigned represents that Participant is in good health, is in good physical condition, and is qualified to participate in any Event in which Participant engages.
3. The undersigned represents and agrees that Participant is capable of determining whether conditions for any sport or related activity undertaken by Participant in an Event are unsafe. The undersigned represents and warrants that the undersigned hereby assumes all responsibility for making all such safety determination, and that Participant will immediately withdraw from any aspect of an Event in which conditions may be unsafe.
4. The undersigned hereby assumes all risks, of every kind, for Participant with respect to any Event. The undersigned hereby waives any claim against MCSA, and hereby releases MCSA, including all owners, directors, officers, employees, agents, representatives, and volunteers of MCSA, from any claims, of every kind and nature, arising from or related to Participant's engagement in an Event. The undersigned hereby agrees to hold harmless and indemnify MCSA, including all owners, directors, officers, employees, agents, representatives, and volunteers of MCSA, from any claim of liability, or for damages arising from or related to Participant's engagement in an Event.
5. This Agreement shall be construed and enforced under the laws of the State of Minnesota. This Agreement may be modified only in writing signed by all parties or by an order having a reforming effect by a court of competent jurisdiction.

I, THE UNDERSIGNED, WHO IS THE ABOVE NAMED PARTICIPANT, OR PARTICIPANT'S LEGAL GUARDIAN OR PARENT, HAVE READ THIS ENTIRE UNCONDITIONAL RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I FREELY AND VOLUNTARILY HEREBY ENTER INTO THIS AGREEMENT BY AFFIXING MY SIGNATURE BELOW.

Date Signed

Signature of Adult Participant or Participant's Parent or Guardian

Printed name of Adult Signing Person

Indicate:

Participant, Parent or Guardian

Date Signed

Signature of Participant's Coach or Team Captain

Verification of Signature of Adult Participant or Participant's Parent or Guardian:

Signature of Coach or Captain

Team:

Printed Name of Participant's School

This Agreement hereby is executed digitally by Midwest Collegiate Ski Association: Robin Dzubay, CEO