

## NORDIC RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“Agreement”) For the “Annual” ski season-policy year of September 1, 2021-22

In consideration of myself OR my child participating in the snow ski related activities, and/or other activities (“Activities”) **offered by: Teton Nordic Ski School LLC** I **represent that I OR my child understand** the nature of these Activities and that **I am** and my child are **qualified**, in good health and in proper physical condition to participate in such Activities. I acknowledge on behalf of myself OR my child that **if I OR my child believe event/Activity conditions are unsafe**, we will immediately discontinue in the 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 my OR my child’s own actions or inactions, those of others** participating in the Activities, **the conditions** in which the Activities take place, **or the negligence of the ‘releases’** named below, and that **there may be other risks known to me OR my child**, or not readily foreseeable at this time; and I OR my child fully **accept and assume all such risks and all responsibility** for losses, costs and damages I OR my child might incur as a result of my OR my child’s participation in the Activities.

**I hereby agree for myself and for my child to release, discharge, indemnify and covenant not to sue Teton Nordic Ski School LLC** it’s respective administrators, directors, agents, officers, volunteers, and employees, any sponsors, advertisers, and, if applicable, 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 cause 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, 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 agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

By providing an **email address**, I agree to receive occasional promotional emails in addition to any communication related to your lessons from Teton Nordic Ski School LLC. I may opt out at any time.

The Teton Nordic Ski School LLC **photo release form**: I hereby grant the Teton Nordic Ski School LLC permission to use my likeness in a photograph, video, or other digital media (“photo”) in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of the Teton Nordic Ski School LLC and will not be returned.

I hereby irrevocably authorize the Teton Nordic Ski School LLC to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge the Teton Nordic Ski School LLC from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I HAVE READ AND UNDERSTAND THE ABOVE PHOTO RELEASE.

I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW. I ACCEPT:

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printed name of participant

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physical address -Street, City, State

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Signature of participant OR  
Parent/Legal Guardian if  
participant is a Minor child

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Email address

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printed name of Parent/Legal  
Guardian if participant is a  
Minor Child

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Date

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Phone