

# McKINNEY NORDIC SKI CLUB

## 2016 – 2017 SEASON PASS WAIVER FORM

This waiver form must be completed when signing for Club Membership. All applicants under the age of 19 years must have a parent/guardian sign below.

I hereby agree to abide by all Rules and Regulations of CROSS COUNTRY CANADA, (hereinafter called CCC), CROSS COUNTRY BC, (hereinafter called CCBC) and to participate in the events, activities and programs sanctioned by CCC and CCBC in accordance with the Association' Rules, Regulations and Bylaws.

In consideration of CCC, CCBC and McKINNEY NORDIC SKI CLUB acceptance of me as a registered member of the Association and my being permitted to take part in the Association's events, activities and programs, I hereby, for myself, my heirs, executors, administrators and assigns, forever release, discharge, hold harmless CCC and CCBC and McKINNEY NORDIC SKI CLUB, its directors, officers, employees, representatives or agents from any liability arising from my participation in any club events or use of any facilities.

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### CROSS COUNTRY CANADA

#### INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

**By signing this document you will assume certain risks. Please read carefully.**

1. This is a binding legal agreement. As a Participant in the sport of cross-country skiing and the programs, activities and events of **Cross Country Canada and Canadian Snowsports Association** (hereinafter called **CCC/CSA**), **Cross Country BC**, hereinafter called the **Division**) and **McKinney Nordic Ski Club** (hereinafter called **Club**) which include without limitation cross-country skiing competitions, camps, clinics, and related activities such as roller-skiing, road cycling, running and hiking (hereinafter called the **Activities**), the Participant and/or the Parent/Guardian of the Participant (hereinafter called the **Parties**), acknowledge and agree to the following terms:
2. **Description of Risks** - The Participant is participating voluntarily in the **Activities**. In consideration of the Participant's participation in the **Activities** sanctioned by one or more of **CCC/CSA**, the **Division** and the **Club**, the **Parties** hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the **Activities**, and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:
  - a) training whether indoor or outdoor including strength training, running, hiking, and cycling;
  - b) overusing, exerting and stretching various muscle groups and strenuous cardiovascular workouts;
  - c) vigorous physical exertion, rapid movements and quick turns and stops;
  - d) falling to the ground due to slips, trips or uneven, slippery or irregular terrain or surfaces;
  - e) contact, colliding or being struck by skis, ski poles, equipment, trees, other individuals or other fixed objects;
  - f) failing to participate within one's abilities, skill and within designated areas;
  - g) becoming lost or separated from the group or the group becoming split up;
  - h) failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
  - i) extreme weather conditions which may result in frostbite, hypothermia, snowstorms, sunstroke or lightning strikes;
  - j) encounters with animals or plants including allergic reactions;
  - k) travel to and from training, competitive events and associated non-competitive events which are an integral part of **Activities**; and
  - l) other risks normally associated with participation in the **Activities**.
3. Furthermore, the Parties are aware:
  - a) that injuries sustained may be severe, paralyzing or fatal;

- b) that the Participant may experience anxiety or embarrassment while challenging themselves during the activities, events and programs of **CCC/CSA**, the **Division** and the **Club**;
  - c) that the risk of injury is reduced if the Participant follows all rules established for participation; and
  - d) that the risk of injury increases as the Participant becomes fatigued.
4. Disclaimer - In consideration of **CCC/CSA**, the **Division** and the **Club** accepting the Participant's application for membership in the **Club** or allowing the Participant to participate, the **Parties** agree that **CCC/CSA**, the **Division** and the **Club** and its respective directors, officers, committee members, members, employees, volunteers, participants, agents and representatives are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by the Participant during, or as a result of, any of the **Activities** sanctioned by one or more of **CCC/CSA**, the **Division** and the **Club**, caused by the risks, dangers and hazards associated with the **Activities**.
5. Acknowledgement - The **Parties** confirm that:
- a) the Participant's physical condition is sufficient to allow participation in the sport of cross-country skiing and the activities, events and programs of **CCC/CSA**, the **Division** and the **Club**;
  - b) they have been provided sufficient information about Activities and the associated risks and hazards so that they are aware of the effect of this agreement;
  - c) the Participant agrees to abide by the Rules and Regulations imposed by **CCC/CSA**, the **Division** and the **Club**, in association with the Activities, and to follow the instructions of the officials during the **Activities**; and
  - d) they have read this agreement understand it, have executed this agreement voluntarily, and that this agreement is to be binding upon the Parties, their heirs, executors, administrators and representatives.
6. In addition, the **Parties**:
- a) authorize **CCC/CSA**, the **Division** and the **Club** to collect and use personal information about the **Parties** which relates in any way to the **Activities**, including without limitation the publication of photographs in newsletters and promotional materials, and the posting of photographs, videos, articles, rosters, statistics, images and results on the **CCC/CSA**, the **Division** and the **Club** websites;
  - b) grant permission to **CCC/CSA**, the **Division** and the **Club** to photograph and/or record the **Parties** image and/or voice, and to use this material to promote **CCC/CSA**, the **Division** and the **Club** through any form of and agree that the audio/visual material and copyright will remain the sole property of **CCC/CSA**, the **Division** and the **Club** and waive any claim to remuneration for use of audio/visual materials used for these purposes; and
  - c) understand that they may withdraw such consent at any time by contacting Cross Country Canada at 403-678-6791.  
Cross Country Canada will advise the implications of such withdrawal.

**\*We do not sell or distribute your personal information to any other third party not listed herein.\***

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City or Town: \_\_\_\_\_ Postal Code: \_\_\_\_\_

All persons on application please sign.

Signature: (parent/guardian if applicable) \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_