

MIDWEST SPORT/SKI COUNCIL AGREEMENT AND RELEASE OF LIABILITY, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

The **PARTICIPANT** agrees and understands that Skiing/Snowboarding and participation in the sport is a **HAZARDOUS** activity that may result in **SERIOUS INJURY OR DEATH**. The **PARTICIPANT** recognizes and expressly assumes the risks inherent in skiing/snowboarding, which include, but are not limited to variation in terrain, snow conditions, moguls, bumps, ice, bare spots, rocks, forest growth, debris, marked and unmarked obstacles, natural and man-made obstacles, other skiers/snowboarders, equipment, varying weather conditions and the failure of skiers/snowboarders to ski/ride within their own abilities. The **PARTICIPANT** voluntarily chooses to participate in this activity organized by the Midwest Sport/Ski Council, Inc., in conjunction with the MN Ski Hawks, Inc. (hereinafter referred to as the MSC and SkiHawks), and assumes all risks associated with and/or resulting from involvement in this activity or any other activity organized by the MSC and/or SkiHawks. **PARTICIPANT** hereby releases and indemnifies and covenants not to sue the MSC and or SkiHawks, their subsidiaries, affiliates, officers, directors, agents, volunteers and employees of, and from any liability for any damages sustained while participating in activities of the MSC and/or SkiHawks, including loss, damage, injury or death, that may be sustained by the **PARTICIPANT**. **PARTICIPANT** further agrees that if despite this release, waiver of liability, and assumption of risk, that **PARTICIPANT**, or anyone on their behalf makes a claim against any of the Released Parties, **PARTICIPANT** will indemnify, save, and hold harmless each of the Released Parties from any loss, liability, damage, or cost which may incur as the result of such claim. Neither the MSC or the SkiHawks assumes liability or responsibility for an accident, injury, death, or loss to property as a result of the activities organized and conducted by the MSC and/or SkiHawks, whether or not caused by the negligence, either active or passive of the released parties. Participant contractually agrees that any and all disputes between **PARTICIPANT** and the MSC and/or SkiHawks, including any claims for personal injury and/or death will be governed by the laws of the State of Minnesota and the exclusive jurisdiction thereof will be in the state or federal courts of the State of Minnesota. This release shall be binding to the fullest extent permitted by law. If any part of this agreement is deemed to be unenforceable, the remainder shall be an enforceable contract between the parties. This Acknowledgement and Release shall be binding upon the assignees, subrogors, distributees, heirs, next of kin, executors, administers and personal representatives of the **PARTICIPANT**, and may be pleaded by the MSC and/or SkiHawks as a complete bar and defense against any claim of the undersigned **PARTICIPANT**.

The **PARTICIPANT** represents that they are at least 21 years of age. **PARTICIPANT** further assumes and hereby releases MSC and the SkiHawks from all and any damages or liabilities from injuries or illness attributable to the consumption of alcoholic beverages during this event.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AM AWARE THAT THIS AGREEMENT IS A LEGALLY BINDING CONTRACT, AND THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.