

MT. BAKER RACE TEAM

A program of the **KOMO KULSHAN SKI CLUB**, a WA non-profit corporation and a 501(c)(3) organization

**RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT
2010-2011**

In consideration of the participation of the minor listed below in any way in the Mt. Baker Race Team, a program of Komo Kulshan Ski Club, or its related events or activities, I and/or the minor participant acknowledge the following:

- 1. I understand that the Mt. Baker Race Team is a program operated by and through the Komo Kulshan Ski Club, and that the Mt. Baker Race Team is not under the ownership, direction, or control of Mt. Baker Ski Area, Inc. Whether or not Race Team activities take place at the Mt. Baker Ski area, Mt. Baker Race Team activities are under the sole direction and control of the Komo Kulshan Ski Club.
- 2. I acknowledge and fully understand that **ALPINE SKIING AND SKI RACING IS AN ACTION SPORT CARRYING SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY**, death or property damage. I also know that there are natural environmental conditions and risks which independently or in combination with my activities or the acts of others may cause property damage, severe social and economic losses, permanent disability or severe or even fatal injuries to me or others which might result only from my own actions, inactions, or negligence of others, or condition of the premises, or any equipment used. Further, that there may be other risks including those not known to me or not reasonably foreseeable at this time. And, I, as the participant or the minor's parent and/or legal guardian, understand the nature of freestyle skiing and racing activities and my or the minor's experience and capabilities and **BELIEVE THE PARTICIPANT TO BE QUALIFIED TO PARTICIPATE IN SUCH ACTIVITIES.**
- 3. I agree that prior to participating, I will **INSPECT TO THE BEST OF MY ABILITIES**, or if I am a parent or legal guardian, I will instruct the minor participant to inspect to the best of his/her abilities, the facilities and equipment to be used; and **IF I BELIEVE ANYTHING IS UNSAFE, I WILL IMMEDIATELY ADVISE THE HEAD COACH OF SUCH CONDITIONS(S) AND REFUSE TO PARTICIPATE, OR ALLOW THE MINOR TO PARTICIPATE.**
- 4. I am familiar with the **YOUR RESPONSIBILITY CODE, MT. BAKER SKI AREA MOUNTAIN POLICES**, and **WASHINGTON STATE LAW** as it pertains to rules of conduct and personal responsibility while using the ski area facilities.
- 5. I currently have, and agree to maintain **VALID AND SUFFICIENT MEDICAL INSURANCE** for the participant listed below throughout the time that I or the minor is involved in Mt. Baker Race Team activities. I understand that maintaining sufficient medical insurance is my sole responsibility and release all persons and entities identified as **RELEASEES** in paragraph 7 below from providing this coverage for me. I accept responsibility for any and all medical expenses incurred as a result of participation in Mt. Baker Race Team activities by myself or the minor.
- 6. As a participant in Mt. Baker Race Team activities, **I ASSUME AND UNDERSTAND THAT SKIING AND SKI RACING ARE HAZARDOUS SPORTS**, and that bare spots, variation in snow, ice and terrain along with bumps, moguls, stumps, forest growth and debris, rocks, cliffs, extreme terrain, freestyle terrain, jumps, terrain modifications, equipment including lifts and snow machines and **MANY OTHER HAZARDS EXIST WITHIN THE MOUNTAIN ENVIRONMENT AND IN ANY SKI AREA.** Such **DANGERS ARE RECOGNIZED AND ACCEPTED** whether they are marked or unmarked, on or off the slopes. The skier realizes that falls and collisions do occur and injuries may result, and assumes all risks inherent in the sport as well as the responsibility to ski under control at all times.
- 7. I agree to **RELEASE**, and covenant not to sue and agree to **IDEMNIFY AND HOLD HARMLESS** Mt. Baker Ski Area, Inc.; the Komo Kulshan Ski Club, their representative administrators, board members, directors, agents, coaches, instructors, volunteers and other employees of the organization, other participants, sponsoring agencies, sponsors, advertisers, heirs, and if applicable, owners and leasees of premises used to conduct Mt. Baker Race Team activities, all of which are hereinafter referred to as "**RELEASEES**," from all liability, claims, demands, losses or damages on the account of injury, including death or damage to property, caused or alleged to be caused, in whole or in part, by the negligence of the **RELEASEES** or otherwise, regardless of the fault or negligence of Mt. Baker Ski Area, Inc. Komo Kulshan Ski Club, or those **RELEASEES** identified above.
- 8. I further agree that if, despite this **RELEASE**, I, the minor, or anyone on the minor's behalf makes a claim against any of the **RELEASEES** named above, **I WILL IDEMNIFY AND HOLD HARMLESS** each of the **RELEASEES** from any litigation expense, attorney fees, loss, liability, damage, or any cost that may incur as the result of any such claim. I agree that venue for any disputes related to this Agreement will be in Whatcom County Superior Court.
- 9. I understand that during this program the participant listed below **MAY BE PHOTOGRAPHED**. I, the minor, or anyone on the minor's behalf agree to allow photos, videos or film likeness to be used for any legitimate promotional purpose by the Komo Kulshan Ski Club.
- 10. **I WILL WEAR A HELMET AT ALL TIMES and will not perform inverted aerial maneuvers while participating in Komo Kulshan Ski Club activities.**

I/we have read and understand the above release of liability and indemnification agreement and accept all of its terms and conditions.

X

PARENT/GUARDIAN SIGNATURE

DATE

PARENT/GUARDIAN PRINTED NAME

X

PARTICIPANT SIGNATURE

DATE

PARTICIPANT PRINTED NAME

MT. BAKER RACE TEAM

A program of the **KOMO KULSHAN SKI CLUB**, a WA non-profit and a 501(c)(3) organization

PARTICIPANT INFORMATION 2010-2011

1. We communicate with our participating families through the Mt Baker Race Team website, <http://mtbakerraceteam.us>. You'll want to know when new information appears, somewhere between once or more per week and once or twice a month. You can be notified each time somebody posts new information to the website in several ways:
 - a. By email (recommended). Find the Subscribe section at bottom right on the website, type your email address and click Subscribe. We'll use this email address only to send you race team related emails, and we won't share it with anybody else.
 - b. By Twitter. Follow "mtbakerraceteam".
 - c. By RSS. Subscribe to <rss://mtbakerraceteam.us>.
2. Mt Baker Race Team makes jackets available to participants for training and racing for the season. These jackets are rented to you and must be returned when the season ends. Skiing where we do requires top quality waterproof equipment and we need to get several seasons of use out of each batch of these coats, so please follow these guidelines:
 - a. DO wear them on training days at Mt Baker and at races at other ski areas. Our coaches find it extremely helpful to identify our athletes at a glance, and the athletes themselves often enjoy the sense of belonging to the team that goes with wearing the jackets.
 - b. DO wear them if you wish for skiing at other areas and at Mt Baker on days when the team is not training (so: not on Sundays). It's surprising how often we've made connections at other ski areas because of the logo on the jacket, and it's fun to be recognized by other athletes in our region.
 - c. DO NOT wear a Race Team jacket while skiing at Mt. Baker separate from a race team group on a training day (Sunday). An isolated skier in a Race Team jacket is a red flag to ski area employees that someone is lost and needs to be reconnected with their group. If an athlete chooses to ski separately while training is underway please put on a different jacket first.
 - d. DO NOT wear a Race Team jacket for any activities other than skiing, please.

3. Jackets will be distributed to athletes Sunday, January 9, 2011, probably in the afternoon. We'll exchange the jacket for the liability release (on the reverse of this form) and your \$25 non-refundable jacket rental and Race Team registration fee. Signed forms and checks can be mailed (well in advance, please) to:

Komo Kulshan Ski Club
P.O. Box 30103
Bellingham, WA 98228

Or have the the form and your payment with your athlete when jackets are distributed.

4. KKSC charges \$40 per athlete per day for away race coaching. This fee is calculated to cover about half the cost of providing coaching. (The other half comes from KKSC's fundraising activities.) We'll send you an invoice more-or-less monthly for each month you travel to races with us. Sometimes we arrange group housing and pass those costs on to you directly, but most often you are responsible for all other away racing costs (transportation, lodging, food, lift tickets, etc.)
5. Please plan on attending a parent meeting January 9, 2011 at 9:15am in the Heather Meadows lodge. We'll keep it as brief as possible. We'll do some orientation crucial to parents of new participants, and start making volunteer assignments for our Raven's Edge race this spring. If you are a returning parent we'd particularly appreciate you being there to share your experience, and simply to make your face familiar to new people.
6. Ski racing can be overwhelming. There's a huge amount of information that people generally learn just by being around it long enough – which is no help at all for people new to the game. We have some new participant orientation information on our website, please find and review it as many questions are answered there. You'll have many more questions that aren't, though, so make yourself known to other parents as their experience will be a big help to you. Don't miss the Jan. 9 parent meeting. Follow links on our website to PNSA and USSA. And be involved in your athlete's experience.

7. Have a terrific season. Come to KKSC board meetings – all are welcome, first Thursday of each month, details on website. Enjoy!

\$25 fee rcvd	<input type="checkbox"/>
Date rcvd	
Ref	
Jacket #	