## Bounding Clinic ASSUMPTION OF RISK AND SIGNING



I understand that skiing activities in their various forms (herein collectively referred to as "Activities") are activities that alone or in combination involve many RISKS, DANGERS and HAZARDS. These risks, dangers, and hazards include, but are not limited to, extreme weather conditions, collisions with people or natural or man-made structures and equipment failure. I understand that INJURIES OF ALL TYPES and DAMAGE TO PERSONAL PROPERTY ARE A COMMON AND ORDINARY OCCURRENCE of these Activities. I also know that the risk of SEVERE INJURY and even DEATH exists when I participate in these activities.

I also understand that participation in these activities involves physical exercise and that I should and am herein advised to consult with a physician before beginning or continuing with this or any other physical exercise program.

With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in roller ski training and competition, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES AND DAMAGE TO PERSONAL PROPERTY, even if I follow the instructions or advice of Finn Sisu.

In partial consideration of Finn Sisu's acceptance of my registration to participate in ski activities, and in spite of the risk of severe or permanent injury or even death and damage to personal property, the undersigned (hereinafter "Participant") agrees to comply with and be bound by the following terms at all times while affiliated with Finn Sisu.

1. Participant hereby unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY Finn Sisu and any and all of its sponsors FROM ANY CLAIMS, present or future, to Participant or their property, or to any other person or property, for any loss, damage, expense or injury (including DEATH) suffered by any person from or in connection with Participant's participation in any activities in which demo roller skis or Finn Sisu is involved in any way, due to any cause whatsoever, INCLUDING NEGLIGENCE or otherwise, and/or breach of express or implied warranty on the part of Finn Sisu.

2. Participant hereby RELIEVES FINN SISU OF ANY DUTY TO PROTECT PARTICIPANT FROM HARM in connection with any Activities in which skis and ski equipment are in use or Finn Sisu is involved in any way.

3. Where relevant, Participant authorizes Finn Sisu to obtain medical care for or transport him/her to a medical facility or hospital if, in the opinion of Finn Sisu, medical attention is required and Participant is unable to make such decisions for themselves. The Participant agrees to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS Finn Sisu of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.

4. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Minnesota, without reference to principles governing choice or conflicts of laws. In addition, Participant agrees that all lawsuits for personal injury or related loss against Finn Sisu must be maintained in state courts sitting in Ramsey County, Minnesota or federal district courts sitting in the District of Minnesota, and Participant consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable.

5. Participant acknowledges and agrees that the provisions of this Agreement are clear and understandable to them and that they fully appreciate and understand the meaning of the terms of this Agreement and their effect. HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, PARTICPANT SIGNIFIES THEIR ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

Participant Name (Print) \_\_\_\_\_\_

Participant's Signature \_\_\_\_\_

Date \_\_\_\_\_