

Ski to Sea Race

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

By my signature and acceptance below, I hereby enter into this binding Liability Release & Hold Harmless Agreement (hereinafter referred to as the "Agreement"). I understand and acknowledge: (a) that the Ski to Sea Race (hereinafter referred to as the "Race") is potentially hazardous; (b) that the Race involves grueling physical activity in racing over rugged natural and man-made terrain and presents a significant challenge and risk of injury to myself and others; (c) that I am familiar with the risks involved; and (d) that I should not enter and participate unless I am medically able and properly trained. I realize participation in the Race is allowed in consideration of payment of the entry fee and my entering into this Agreement, and I acknowledge that such participation is adequate consideration for the rights herein released and obligations undertaken. Whatcom Events does not provide any assistance, monitoring, security, transportation, storage or other safe keeping of any equipment, clothing or other person property of any participant.

Therefore, for myself and my heirs and executors, I hereby: (a) assume all risks (known and unknown) associated with or arising out of my participation in this Race, including but not limited to, falls, drowning, contact with objects, spectators, and other participants, occurrences associated with weather, conditions of water, snow, ice, and the other terrain, and conditions of traffic, roads, and trails; (b) waive any and all specific notice of the existence of these and any other such hazards or conditions; (c) assume full and complete responsibility for any injury, death, or accident arising out of or associated with my participation in this Race; and (d) **RELEASE Ski to Sea and Whatcom Events, its directors, officers, employees, volunteers, or any agent or representative of them (collectively referred to as the "Sponsoring Organization"), and agree to INDEMNIFY and HOLD HARMLESS the Sponsoring Organization from any and all liability, causes of action, claims, demands, costs or debts of any kind or nature, associated with or arising from or out of my participation in this Race, whether such claims are based on negligence, carelessness, or otherwise and whether brought by myself or by any third persons (collectively referred to as "Claims").** Such waiver extends to and includes, inter alia, any claim or loss, destruction or damage to any equipment, clothing or other person property.

I additionally agree to release, indemnify, defend, and hold harmless the City of Bellingham and Whatcom County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting or arising out of the performance under this agreement by Sponsoring Organization, its officers, employees, agent or assigns. Whatcom County does not waive, and specifically reserves the right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Title 4 of the Revised Code of Washington.

I have read and understand all rules and disclosures stated in the Ski to Sea Race Guide. **I HAVE READ, UNDERSTOOD, ACCEPTED, AND AGREE TO BE LEGALLY BOUND BY THE CONDITIONS OF THE WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT PRINTED ABOVE.**

Racer Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Racer: \_\_\_\_\_ Date of Birth (mm/dd/yyyy) \_\_\_\_/\_\_\_\_/\_\_\_\_

Team Name: \_\_\_\_\_ Team # \_\_\_\_\_

Replacing a Racer (yes) (no)                      Circle race leg: XC | DH | RU | RB | CA | CX | KA

Telephone (        ) \_\_\_\_\_

If Racer will be under 18 but not younger than 15 years of age on Race Day, a parent or guardian must read and agree to the terms of the Agreement above and consent to the following:

I am the parent or guardian for the Racer named above, who is a minor. I agree that Rider's participation in the Race is only allowed in consideration of payment of the entry fee and my entering into this Agreement. My signature below constitutes my promise and agreement to (1) be legally bound by the terms of the agreement stated above and to **RELEASE AND WAIVE any and all Claims that I may have against the Event Organizer; and (2) INDEMNIFY, DEFEND and HOLD HARMLESS** the Event Organizer from any and all Claims that may be brought by any person or entity, including, but not limited to the Racer, against Event Organizer arising out of the Racer's participation in the Race.

Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

Name of Parent/Guardian (please print) \_\_\_\_\_