2023 Oregon Fall Camp Waiver and Release Form

Please note that this form must be signed by all participants prior to any involvement in Camp activities.

I, the undersigned, or parent or legal guardian of a minor, desiring to participate in the Oregon Fall Camp hereby acknowledge that the participation by myself or my minor child in the Oregon Fall Camp is permissive only and is subject to the terms of this Release. I acknowledge that the sport of Nordic Skiing is an action sport carrying significant risk of personal injury. I acknowledge that on-snow and dryland Nordic ski training and racing (including roller skiing and in-line skating) involves greater risks and dangers than recreational skiing. I know that there are natural and man-made obstacles or hazards, surface and environmental conditions, and risks inherent in ski, snow and dryland activities, including ice, darkness, poor visibility, cold or freezing conditions, variations in terrain, forest growth, rocks and debris, water hazards, vehicular traffic, variations in pavement, irregularities in trail/ground surfaces, and other conditions and obstacles. The risks, alone and in combination with my actions, the actions of other athletes, or actions of my minor child, can cause very severe or possibly fatal injury. I acknowledge that I or my minor child, as participants or users in the Oregon Fall Camp understand, assume and accept these risks, conditions and hazards, whether known or unknown.

On behalf of myself and my child, and our heirs, successors, beneficiaries, representatives, next of kin, or assigns, I waive any and all claims, demands, liabilities and recourse against XC Oregon, Cross Country Ski World, Mt. Bachelor Inc., Mt Bachelor Sports Education Foundation, City of Bend, Bend Park and Recreation, U.S. Forest Service (Deschutes National Forest), Central Oregon Community College, Central Oregon Environmental Center, Webcyclery, Sunnyside Sports, Broken Top Bottle Shop, Lifty's, and all event owners, coaches, sponsors, contractors, vendors, volunteers, partners, and the agents, agencies, affiliates, members, officers, Directors, volunteers, contractors, and employees of all the above organizations (Collectively the "Released parties") arising out of or relating to wrongful death, personal injury or property damage suffered by me or my child from participation in any happening, event or activity in any way related to the Oregon Fall Camp and related activities. Without limiting the foregoing, it is my intention that this waiver and release extend to and include claims, damages and liabilities arising out of or resulting from the negligence of any released party.

<u>I am aware that Oregon Fall Camp activities are held in wilderness and/or remote locations. I acknowledge and accept that emergency medical personnel or equipment will not be present and that significant delays should be expected with emergency care and/or evacuation should any medical emergency take place. I fully assume and accept all risk for myself and my child in regard to emergency conditions and hazards</u>

I am signing this waiver and release form with the full knowledge that "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." The provisions of this statute are hereby waived.

By signing below, I am indicating my acceptance of this waiver and release, and I am representing that I or my minor child are in sufficiently good physical condition to participate in the programs and activities of the Oregon Fall Camp and Clinics without jeopardizing our health. Further, I am indicating that I/we have full and complete medical insurance coverage should any injury occur as a result of participation in the Oregon Fall Camp.

I HAVE READ THIS WAIVER CAREFULLY and COMPLETELY, AND HAVING DONE SO I AM SIGNING AND AGREEING TO ALL CONDITIONS SET FORTH VOLUNTARILY. Further I am aware that I have a right to negotiate the terms of this waiver and have voluntarily elected to sign and agree to all conditions without requiring any changes.

Print Name(s) of participant(s)

Signature(s) of participant(s) (minors must sign in addition to parent/guardian):

Date

Date