

Participant's Event Release Agreement
Boise Nordic Foundation, Inc. – Bogus Basin Nordic Team & The Nordic Group

This Document Affects Your Legal Rights, Read It Carefully

I, _____, wishing to participate in the Nordic ski race and associated training and activities sponsored by the Bogus Basin Nordic Team ("BBNT"), on **February 12-14, 2010 at the Bogus Basin Nordic Center** near Boise, Idaho (the "Activity") and knowing that there are certain risks and dangers related to the Activity, hereby agree as follows:

(1) In consideration of being allowed to participate in the Activity I personally assume all risks in connection with it. To the fullest extent allowed by law I agree to RELEASE, HOLD HARMLESS and INDEMNIFY BBNT, its parent organization Boise Nordic Foundation, Inc. ("BNF"), and the Activity venue owner, Bogus Basin Recreational Association ("BBRA"), and any other affiliated entities, sponsors, or providers, and their employees or contractors from any liability for death, injury or other loss or damage which may occur to me or my property on connection with the Activity or during transportation to and from the Activity, whether foreseen or unforeseen, however caused and whether or not caused by negligence.

(2) I agree to be photographed, filmed, or videotaped by BBNT, BNF, BBRA, or their employees or agents in connection with the Activity, and to allow BBNT, BNF, BBRA to use my photo, video or film likeness through any media, and to copyright and use it for any legitimate purpose. To the fullest extent allowed by law, I hereby waive any rights of publicity or privacy that I may have in my name or likeness as it may be reproduced in connection with the Activity.

(3) This document (the "Release") shall serve as a release and assumption of risk binding on me, my heirs, executors, administrators and all members of my family, including any minors accompanying me. I understand this is a binding contract that supersedes any other agreements or representations, and is intended to provide a comprehensive release of liability but is not intended to assert any defenses that are prohibited by law. If any part of this Release is deemed unenforceable, all other parts shall be given full force and effect.

(4) I authorize BBNT, BNF or BBRA to obtain medical care for me, or transport me to a medical facility or hospital if, in the opinion of race officials, medical attention is required and I am unable to make such decisions for myself. I agree to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY, AND HOLD HARMLESS BBNT, BNF, and BBRA and any other affiliated entities, sponsors, or providers, and their employees or contractors from the consequences of such decision and from any costs incurred relating to the provision of such medical care.

(5) I agree not to use any trail, course, slope, area, or facility at the Bogus Basin Nordic Center for any training, practice or competition without first inspecting it thoroughly.

(6) I am legally competent to sign this Release, or if under age 18, my parent or legal guardian has also read and signed this Release.

(7) This agreement shall be construed in accordance with, and governed by, the laws of the Idaho without reference to principles governing choice or conflicts of laws. I agree that all lawsuits for personal injury or related loss against BBNT, BNF, BBRA or any other affiliated entities, sponsors, or providers, and their employees or contractors must be maintained in state courts sitting in Ada County, Idaho or in federal district courts sitting in the District of Idaho.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS RELEASE, AND I AM AWARE THAT BY SIGNING IT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS RELEASE OF MY OWN FREE WILL.

Participant

Date

Print your name

Telephone

Your signature

(Must also be signed by parent or legal guardian if participant is a minor)

Parent or Legal Guardian

Date

Print name of Parent or Legal Guardian

Telephone

Signature of Parent or Legal Guardian