

## Oregon Nordic Club, Inc. Release and Acknowledgement of Risk

In consideration of my participation in this outing, trip, or activity, or my participation in the John Day Memorial Citizen's Cross Country Ski Race & Fun Ski ("John Day Race") and the use of Diamond Lake Resort's premises, facilities or services, I agree to release, hold harmless and indemnify Oregon Nordic Club, Inc., the U.S. Forest Service, and, if I am participating in the John Day Race, Diamond Lake Improvement Company, their respective officers and directors, owners, agents, instructors, landowner, affiliated companies, employees, and volunteers ("the Released Parties") from any and all claims for property damage or loss, injury or death which I may suffer or for which I may be liable to others, in any way connected with my participation in this outing, trip, or activity or my participation in the John Day Race and use of Diamond Lake Resort's premises, facilities or services. This release is applicable to any claim based upon negligence or breach of warranty and any other theory of recovery, except claims based upon willful or intentional misconduct. I agree this release agreement is binding upon me, my children, and our respective heirs, guardians, assigns and legal representatives.

I also agree that all dispute between myself and/or the minor(s) named below and the Released Parties arising from my/our participation in this outing, trip or activity or my participation in the John Day Race and use of Diamond Lake Resort's premises, facilities or services, will be governed by the laws of the State of Oregon and the exclusive jurisdiction thereof shall be in the state courts of the State of Oregon, and the venue for these disputes shall be in Jackson County, Oregon. To the best of my knowledge, I feel physically and mentally able to assume full participation in the activities in which I will participate. I understand that the Oregon Nordic Club is a volunteer organization and that trip leaders **do not** have medical or rescue training.

**ATTENTION: The following Duties of Skiers and Assumption of Risk provision applies to all skiers.**

O.R.S. § 30.990 REQUIRES US TO NOTIFY SKIERS OF THEIR DUTIES PURSUANT TO O.R.S. § 30.985. THE LAW IMPOSES THE FOLLOWING DUTIES ON ALL SKIERS REGARDLESS OF WHAT TYPE OF EQUIPMENT THEY USE.

ONLY THOSE SECTIONS RELATING TO NORDIC SKIING ARE LISTED.

- A. Skiers who ski in any area not designated for skiing within the permit area assume the inherent risks thereof.
- B. Skiers shall be the sole judges of the limits of their skills and the ability to meet and overcome the inherent risks of skiing and shall maintain reasonable control of speed and course.
- C. Skiers shall abide by the directions and instructions of the ski area operator.
- D. Skiers shall familiarize themselves with posted information on locations and degree of difficulty of trails and slopes to the extent reasonably possible before skiing on any slope or trail.
- E. Skiers shall not overtake any other skier except in such a manner as to avoid contact and shall grant the right of way to the other skier.
- F. Skiers shall yield to other skiers when entering a trail or starting downhill.
- G. Skiers, when injured in a skiing accident, shall not depart from the ski area without leaving their names and addresses if reasonably possible.
- H. A skier who is injured should, if reasonably possible, give notice of the injury to the ski area operator before leaving the ski area.

I acknowledge that ORS § 30.975 provides that an individual who engages in the sport of skiing, alpine or nordic, accepts and assumes the inherent risks of skiing insofar as they are reasonably obvious, expected or necessary. Inherent risks of skiing include, but are not limited to, those dangers or conditions which are an integral part of the sport, such as changing weather conditions, variations or steepness in terrain, snow or ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, rocks, stumps, lift towers and other structures and their components, collisions with other skiers, and a skier's failure to ski within the skier's own ability.

**I HAVE READ AND UNDERSTAND THIS RELEASE AND ACKNOWLEDGMENT OF RISK.**

Participant (Print)	Signature (If participant is a minor (under 18), participant's Guardian must execute Minor Release and Indemnity Agreement.)	Phone	Emergency Contact (Print)	Emergency Phone

**MINOR RELEASE AND INDEMNITY AGREEMENT**

IN CONSIDERATION OF THE PARTICIPATION IN THIS OUTING, TRIP OR ACTIVITY, THE PARTICIPATION IN THE JOHN DAY RACE AND THE USE OF DIAMOND LAKE RESORT'S PREMISES, FACILITIES AND SERVICES BY THE MINOR(S) NAMED BELOW, I HEREBY AGREE TO RELEASE AND INDEMNIFY OREGON NORDIC CLUB, INC., THE U.S. FOREST SERVICE, AND, IF PARTICIPATING IN THE JOHN DAY RACE, DIAMOND LAKE IMPROVEMENT COMPANY, THEIR RESPECTIVE OFFICERS AND DIRECTORS, OWNERS, AGENTS, INSTRUCTORS, LANDOWNERS, AFFILIATED COMPANIES, EMPLOYEES AND VOLUNTEERS, ("THE RELEASED PARTIES") FROM ANY AND ALL CLAIMS FOR PROPERTY DAMAGE OR LOSS, INJURY, OR DEATH WHICH THE MINOR(S) NAMED BELOW MAY SUFFER OR FOR WHICH HE OR SHE MAY BE LIABLE TO OTHERS, IN ANY WAY CONNECTED WITH PARTICIPATION IN THIS OUTING, TRIP OR ACTIVITY, OR PARTICIPATION IN THE JOHN DAY RACE AND THE USE OF DIAMOND LAKE RESORT FACILITIES. THIS RELEASE IS APPLICABLE TO ANY CLAIM BASED UPON NEGLIGENCE OR BREACH OF WARRANTY AND ANY OTHER THEORY OF RECOVERY, EXCEPT CLAIMS BASED UPON WILLFUL OR INTENTIONAL MISCONDUCT.

PARENT OR GUARDIAN (Must be signed by parent or guardian if participant is under 18 years of age).

PARENT/GUARDIAN: I verify that I am the parent/guardian and/or have the authority to enter into this agreement on behalf of the minor(s). I agree to be bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minors' participation in this outing, trip or activity, or participation in the John Day Race and use of Diamond Lake's facilities, and I agree to indemnify and hold harmless the Released Parties from any claim brought by, or on behalf of the minor(s).

(Sheet \_\_\_ of \_\_\_)

**MINOR NAME** (Please Print)

**GUARDIAN NAME/RELATIONSHIP** (Please Print)

**GUARDIAN SIGNATURE**

<b>MINOR NAME</b> (Please Print)		<b>GUARDIAN NAME/RELATIONSHIP</b> (Please Print)	<b>GUARDIAN SIGNATURE</b>
_____	_____	_____/_____	_____
LAST	FIRST		
_____	_____	_____/_____	_____
_____	_____	_____/_____	_____
_____	_____	_____/_____	_____
_____	_____	_____/_____	_____
_____	_____	_____/_____	_____
_____	_____	_____/_____	_____

*Tour Leader:* Please return this completed form to: Oregon Nordic Club, PO Box 1209, Phoenix, OR 97535. Thank you!