

Ski to Sea Race

2010 PARTICIPANT'S LIABILITY RELEASE & HOLD HARMLESS 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 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.

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 and the 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 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 **INDEMNIFY** and **HOLD HARMLESS** the Sponsoring Organization from any and all liability, cause 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 or otherwise and whether brought by myself or by any third persons (collectively referred to as "Claims").

If Racer is under 18 years of age, the parent/guardian's signature on this Agreement constitutes parent/guardian's **RELEASE** and promise to **INDEMNIFY** and **HOLD HARMLESS** the Sponsoring Organization for parent/guardian's Claims. Additionally, parent/guardian agrees to **INDEMNIFY, DEFEND, and HOLD HARMLESS** Sponsoring Organization for Claims by Racer against Sponsoring Organization.

I grant permission to all of the foregoing to use any photographs, motion pictures, records, or any other record of this event for any legitimate purpose and I understand that my name will be listed in the results posted in media publications including but not limited online and newspapers. I further understand that one Milliseconds Timing Chip will be issued to the team and it is the responsibility of the team to ensure its return at the finish line of the event. Failure to return the timing chip will result in a \$95.00 charge to the credit card used to pay for the registration.

I have read and understand all rules and road closures stated in the Ski to Sea Race Guide. **I HAVE READ, UNDERSTOOD, AND ACCEPTED THE CONDITIONS OF THE LIABILITY RELEASE PRINTED ABOVE.**

Team Name: _____

Printed Name of Race _____

Signature _____ Date _____

Signature of Parent/Guardian _____ Date _____

Mail to: Whatcom Events, Ski to Sea Race, PO Box 2011, Bellingham, WA 98227
or Fax to: 360-734-5332 Telephone: 360-318-7332