

CROSS COUNTRY CANADA
INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT (SDP)

By signing this document you will assume certain risks. Please read carefully.

1. This is a binding legal agreement. As a Participant in the sport of cross-country skiing and the programs, activities and events of Cross Country Canada and Canadian Snowsports Association (hereinafter called CCC/CSA), Skier Development Programs (name of Ski Division, hereinafter called the Division) and Castlegar Nordic Ski Club (name of Club, hereinafter called Club) which include without limitation cross-country skiing competitions, camps, clinics, and related activities such as roller-skiing, road cycling, running and hiking (hereinafter called the Activities), the Participant and/or the Parent/Guardian of the Participant (hereinafter called the Parties), acknowledge and agree to the following terms:

Description of Risks

2. The Participant is participating voluntarily in the Activities. In consideration of the Participant's participation in the Activities sanctioned by one or more of CCC/CSA, the Division and the Club, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the Activities, and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) training whether indoor or outdoor including strength training, running, hiking, and cycling;
- b) overusing, exerting and stretching various muscle groups and strenuous cardiovascular workouts;
- c) vigorous physical exertion, rapid movements and quick turns and stops;
- d) falling to the ground due to slips, trips or uneven, slippery or irregular terrain or surfaces;
- e) contact, colliding or being struck by skis, ski poles, equipment, trees, other individuals or other fixed objects;
- f) failing to participate within one's abilities, skill and within designated areas;
- g) becoming lost or separated from the group or the group becoming split up;
- h) failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- i) extreme weather conditions which may result in frostbite, hypothermia, snowstorms, sunstroke or lightning strikes;
- j) encounters with animals or plants including allergic reactions;
- k) travel to and from training, competitive events and associated non-competitive events which are an integral part of Activities; and
- l) other risks normally associated with participation in the Activities.

3. Furthermore, the Parties are aware:

- a) that injuries sustained may be severe, paralyzing or fatal;
- b) that the Participant may experience anxiety or embarrassment while challenging themselves during the activities, events and programs of CCC/CSA, the Division and the Club;
- c) that the risk of injury is reduced if the Participant follows all rules established for participation; and
- d) that the risk of injury increases as the Participant becomes fatigued.

Disclaimer

4. In consideration of CCC/CSA, the Division and the Club accepting the Participant's application for membership in the Club or allowing the Participant to participate, the Parties agree that CCC/CSA, the Division and the Club and its respective directors, officers, committee members, members, employees, volunteers, participants, agents and representatives are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by the Participant during, or as a result of, any of the Activities sanctioned by one or more of CCC/CSA, the Division and the Club, caused by the risks, dangers and hazards associated with the Activities.

Acknowledgement

5. The Parties confirm that:

- a) the Participant's physical condition is sufficient to allow participation in the sport of cross-country skiing and the activities, events and programs of CCC/CSA, the Division and the Club;
- b) they have been provided sufficient information about Activities and the associated risks and hazards so that they are aware of the effect of this agreement;
- c) the Participant agrees to abide by the Rules and Regulations imposed by CCC/CSA, the Division and the Club, in association with the Activities, and to follow the instructions of the officials during the Activities; and
- d) they have read this agreement understand it, have executed this agreement voluntarily, and that this agreement is to be binding upon the Parties, their heirs, executors, administrators and representatives.

6. In addition, the Parties:

- a) authorize CCC/CSA, the Division and the Club to collect and use personal information about the Parties which relates in any way to the Activities, including without limitation the publication of photographs in newsletters and promotional materials, and the posting of photographs, videos, articles, rosters, statistics, images and results on the CCC/CSA, the Division and the Club websites;
- b) grant permission to CCC/CSA, the Division and the Club to photograph and/or record the Parties image and/or voice, and to use this material to promote CCC/CSA, the Division and the Club through any form of and agree that the audio/visual material and copyright will remain the sole property of CCC/CSA, the Division and the Club and waive any claim to remuneration for use of audio/visual materials used for these purposes; and
- c) understand that they may withdraw such consent at any time by contacting Cross Country Canada at 403-678-6791. Cross Country Canada will advise the implications of such withdrawal.

We do not sell or distribute your personal information to any other third party not listed herein.

I, the Participant and/or Parent/Guardian, have read and agree to be bound by this agreement.

Name: _____

Date: _____

Signature: _____

NOTE: if the Member/Participant is under 19 years of age, parent or legal guardian MUST sign below.

Name of Parent/Guardian: _____

Date: _____

Parent/Guardian Signature: _____

NOTE: All Informed Consent and Assumption of Risk Agreements are to remain with the Club Executive for a minimum of three years.

DO NOT submit these forms to CCC/CSA or the Division Office