



Duluth Cross Country Ski Club  
Summer Youth Training Program  
**Parental Permission Form/Waiver**

**Read carefully before signing**

Waiver and Release of Liability and Assumption of Risks:

In consideration of being allowed to Participate in one or more Activities, I, the Participant, acknowledge and agree as follows:

1. I understand and have been fully informed about the Risk of Injury arising from my Participation in Activities, including the risk of significant injury such as cuts, bruises, broken bones, paralysis, and even death. I also understand that the Risk of Injury from my Participation in any Activity MAY RESULT NOT ONLY FROM MY OWN ACTIONS AND ERRORS, BUT ALSO FROM THE ACTIONS OR NEGLIGENCE OF DXC AND/OR OTHER PARTICIPANTS.

2. I agree that prior to my Participation in any Activity; I will inspect the equipment and areas being used. I also agree to comply with all terms, rules, signs and guidelines for Participation in Activities, and I will encourage others to do the same. If I observe any condition which might be dangerous, in need or repair or maintenance, any unusual circumstance or behavior whether before or during my Participation, I will not only remove myself from Participation, I will immediately notify a DXC coach or volunteer of the same.

3. Assumption of the risk, including negligence: knowing and being informed of the above, I freely assume all risks associated with my participation in any activity, even if caused, in whole or in part, by any act, error, omission or negligence of DXC or others. I further assume any and all risks of bodily injury to myself or caused by me, whether the same shall arise by my negligence or the negligence of others, including DXC.

4. Release of liability/indemnity: I hereby release and discharge DXC from all liability arising out of my participation in any activity, and hereby indemnify and hold harmless DXC with respect to any and all injuries, disability, death, damage, and loss of whatever nature or kind arising out of my participation in any activity.

5. My insurance or none: I agree that I will either: (1) obtain my own insurance to cover any injury or damage which I might suffer or cause, or (2) I agree and understand that I am not covered by insurance at all and assume the risk of not having insurance. In either case, I will not seek to hold DXC (or its insurers) responsible or liable for any injury or damage which I suffer or cause. DXC and I waive our right to a jury trial and will let a judge decide all issues relating to this agreement, or any injury or damage arising from my participation.

When used herein, "Duluth Cross Country Ski Club" and "DXC" mean and refer to the Duluth Cross Country Ski Club and all of its officers, members, independent contractors, sponsors, vendors, suppliers, agents and representatives, as well as their insurers and all of their successors and assigns.

"Participate" or "Participation" shall mean and refer to any and all types of participation in any Activity including but not limited to participation as a competitor, patient, client, spectator, observer, coach, assistant, referee, visitor or other guest.

“I,” “you,” or “Participant” shall mean and refer to you, the person(s) signing this Waiver, Release of Liability and Assumption of the Risk, and also refers to, and is binding upon Participant’s parents, guardians, heirs, executors, guests, spouse, next of kin, and all members of your family.

“Activity” or “Activities” shall means and refer to any activity involving the sponsorship or participation of DXC, including but not limited to any and all games, events, tournaments, practices, programs, sessions, work-outs, therapy, training, meetings, gatherings, consultations, and other events.

“Risk of Injury” shall mean and refer to all possibilities of injury which may result or arise from Participation in any Activity. Without limiting the foregoing, such risks include straining, tearing or bruising muscles, tendons, joints and other body parts; breaking bones; aggravating prior or existing conditions; slipping, tripping or falling which may be caused by any number of conditions including the presence of sweat or other bodily fluids; injury caused by contact with other participants, aggressive play, or personal weakness or infirmity; and stroke, heart attack, heatstroke, dehydration and other physical and mental conditions which may arise or result from Participation.

**I have read this waiver, release of liability and assumption of risk agreement, fully understand its terms, and agree to the same.**

Athlete Print Name: \_\_\_\_\_

Athlete Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian Print Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATHLETE HEALTH INFORMATION:**

Name & Birthdate:

Medications currently taking:

Allergies:

Recent illness or injury:

Name & phone number of family physician:

Health insurance company & policy number:

Emergency contact name(s) and number(s):