

**ASSUMPTION OF RISK AND RELEASE OF LIABILITY
READ CAREFULLY BEFORE SIGNING**

I understand that skiing in various forms, as well as preparation for participation in, coaching, volunteering, officiating and related activities in cross country skiing competitions and clinics (hereinafter collectively referred to as "Activities"), involve many RISKS, DANGERS and HAZARDS. These risks, dangers and hazards include, but are not limited to, changing weather and snow conditions, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by skiers or equipment, and exceeding one's own abilities. I further understand that ski training and competition may be more hazardous than recreational skiing. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities. I know that the risk of SEVERE INJURY and even DEATH exists in all training and competition locations and activities. I also know that personal training, coaching, instruction, supervision and enforcement of rules by CENTRAL CROSS COUNTRY SKIING, its subsidiaries, affiliates, officers, directors, volunteers, employees, coaches, contractors and representatives, local ski clubs, competition organizers and sponsors, and ski facility operators (hereinafter the term "CXC SKIING" shall be used to refer to all such persons and entities collectively) do not and cannot guarantee my safety.

With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in ski training and competition, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES, even if I follow the instructions or advice of CXC SKIING.

In partial consideration of CXC SKIING's acceptance of my membership application, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter "Member") agrees to comply with and be bound by the following terms at all times, whether training or practicing for competition, or in competition.

1. Member hereby unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY CXC SKIING (as defined above) FROM ANY CLAIMS, present or future, to Member or his/her property, or to any other person or property, for any loss, damage, expense, or injury (including DEATH), suffered by any person from or in connection with Member's participation in any Activities in which CXC SKIING is involved in any way, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty on the part of CXC SKIING.

2. Member hereby RELIEVES CXC SKIING OF ANY DUTY TO PROTECT MEMBER FROM HARM in connection with any Activities in which CXC SKIING is involved in any way.

3. Member authorizes CXC SKIING to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of CXC SKIING, medical attention is required and Member is unable to make such decisions for himself/herself. Member agrees to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS CXC SKIING of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.

4. Member agrees never to utilize any run, course or facility for any training, practice or competition without first conducting his/her own thorough visual inspection of the run, course or facility.

5. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Wisconsin, without reference to principles governing choice or conflicts of laws. In addition, Member agrees that all lawsuits for personal injury or related loss against CXC SKIING must be maintained in state courts sitting in Dane County, Wisconsin or federal district courts sitting in the District of Wisconsin, Central Division and Member consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND ENDEMNITY AGREEMENT, MEMBER SIGNIFIES HIS ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

Member Signature _____ Date of Birth _____

Printed Name _____ Date Signed _____

SIGNATURE OF PARENT OR GUARDIAN REQUIRED BELOW FOR MINOR* MEMBERS**

As the parent or guardian of the minor Member named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the Member, and any other parent or guardian of the Member, intending that they be binding on me, the Member, and our respective heirs, executors, administrators and assigns. I intend to give up my right, the Member's right, and the right of any other parent or guardian to maintain any claim or suit against CXC SKIING arising out of the Member's participation in any Activities involving CXC SKIING in any way. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE AGREEMENTS, REPRESENTATIONS, WAIVERS AND RELEASES, AND I AGREE TO DEFEND AND INDEMNIFY CXC SKIING from and against any and all liability arising out of any lack of authority on my part to legally bind the Member, or any unenforceability for any reason of the above agreements, representations, waivers and releases made by or on behalf of the Member.

Parent or guardian's signature _____

Printed name _____ Date _____

*** Member is considered a "Minor" if he/she is under twenty-one (21) years of age and resides in Alabama, Mississippi, Nebraska, Pennsylvania, West Virginia or Wyoming, or if he/she is under eighteen (18) years of age and resides in any other state. In the event that Member is under 21 years of age and chooses to compete in Alabama, Mississippi, Nebraska, Pennsylvania, West Virginia or Wyoming despite residing elsewhere, then the laws of Member's home state shall govern in determining Member's legal capacity to execute this Agreement.

Midwest Jr. Olympic Team 2009

Behavior Contract

I, _____, being of sound mind and body do hereby agree to the following terms of this behavior contract:

1. I will have the highest respect for all trip leaders and coaches, housing staff, housing guests, race officials and volunteers and anyone else I encounter. My behavior at all times will be above reproach.
2. I will attend and be attentive at all required events. This includes team meetings, meals, waxing sessions and any other events I am asked to attend by a trip leader or coach.
3. I will always be with another trip participant whenever I leave the van or our housing.
4. I will sign in and out of the housing whenever I leave.
5. I understand that only approved guests are allowed in the condo housing unless the trip leader has approved the person.
6. I understand that if boys and girls are “hanging out” in the same room the door will be wide open. **THIS WILL BE STRICTLY ENFORCED!**
7. I understand that the purpose of this trip is to race to the best of my ability, therefore I will observe the trip curfew of 10:00 p.m. in my room and 10:30 p.m. or sooner, lights out.
8. I will never wax or scrape skis in a condo room. I will only do that in the assigned wax area.
9. I understand that an afternoon nap after a morning ski/race is a rare pleasure. I will take one as often as I can.
10. I understand that if I turn into an unmanageable, disrespectful young adult and violate the terms of this agreement, my parents will be contacted, and I may be sent home on the first available plane out of Sacramento, CA, at my parent’s expense. I understand that the trip leaders and coaches are volunteering because they want to support Midwest Junior skiers, not because they want the unpleasant task of dealing with poor behavior. I will therefore do all in my power to be, as always, a good, responsible young adult!

Signed: _____ Date: _____

Parent's Signature: _____ Date: _____

2009
**Midwest Junior Olympic
 Nordic Ski Team**
Truckee, CA
March 5-15, 2009
Athlete Participation Form

____ Yes, I will be on the 2009 Midwest Junior Olympic Nordic Ski Team

____ No, I decline my position on the 2009 Midwest Junior Olympic Nordic Ski Team

Skiers Name _____

Address _____

City _____ State _____ Zip Code _____

Phone No. (____) _____ E-mail _____

Age _____ Birth Date _____ J2 J1 OJ (circle) Male Female
 (circle)

Father's Name _____ Business/Cell Phone _____

Mother's Name _____ Business/Cell Phone _____

USSA # _____ CXC # _____

Roommate Request _____

Food - special needs _____

Team Ski Suit size (new suit design, required) _____ Team Jacket size (new jacket, required) _____

Trip cost: \$2100.00 + team ski suit and jacket (\$250.00) Contact Reid Lutter for info. See below.

Make checks to: **Midwest Junior Olympic Team**

Includes:

- Entry fees
- Hotel
- 3 meals/day (Breakfast is cereals, breads, and fruit in condos)
- Air and Ground Transportation from and returning to MPLS., MN
- Wax
- Coaching
- Team Hat

Forms needed:

- #1 Acknowledgement and Assumption of Risk and Release
- #2 Behavior Contract
- #3 Athlete Emergency Information
- #4 Athlete Participation Form

Send forms and payment to: Midwest Junior Olympic Team, c/o Bill Pierce, 13383 N Red Birch Ln., Hayward, WI, 54843

All forms and payment must be postmarked by Tuesday, February 3, 2009. After this date, alternates will be invited to join the team.

Note: Ski suit and Jacket orders must be in to Reid Lutter by February, 6. Call Reid (651.208.9391) with any questions about your team suit. We will fit sizes at the Telemark JOQ weekend.

2009 Midwest Junior Olympic Trip Athlete Emergency Information

Athlete _____
Last First Middle

Date of Birth ____/____/____

Home Address _____ Home Phone _____

Father's Name _____ Business/Cell Phone _____

Mother's Name _____ Business/Cell Phone _____

Parents location while child is in Truckee, CA:

_____ Phone No. _____

If unable to contact parent, please call:

_____ Phone No. _____

Allergies/Handicaps/Asthma _____

In case of serious accident, illness or emergency requiring immediate medical attention and team coaches are unable to locate me, I hereby authorize my child to be taken to the nearest emergency room.

Parent / Guardian Signature

Comments:

Welcome to the 2009 Midwest Junior Olympic Nordic Ski Team

Trip Leaders:

Yuriy Gusev	Head Coach	
Bill Pierce	Trip Leader	715.634.7940, coachp@centurytel.net 13383 N Red Birch Lane, Hayward, WI, 54843
Bryan Fish	Head Wax Coach	
Mark Skildum	Glide Wax Coach	
Brandan Ostroot	Kick Wax Coach	
Reid Lutter	Coach	
Ben Dubay	Coach	
Deno Johnson	Coach	
John Hugus	Coach	
Steve Hoffman	Coach/Media	

Hotel: Condos in Truckee by Mountain Home Properties, Inc.

Transportation to and from Sacramento, CA:

Northwest Departing Flight #NW 0395

Leaves Minneapolis Airport on Thursday, March 5, 2009 at 9:00 a.m. (be at the airport by at least 6:30am)

Return flight # NW 0398 Sunday, March 15, 2009 arrives in Minneapolis at 5:38 p.m.

Local transportation will be in 4 – 15 passenger vans.

Trip Cost: \$2100.00 + Uniform Cost (\$250.00)

Bring along:

Essentials

Cash One form of picture ID Medications you take
 Luggage labeled

Ski Gear

Irons, scrapers & brushes (you and your roommate can share)
 Skis: Classic & Skate (race & warm up) Poles Boots
 Ski Bag
 Kick wax & cork (just the basics)
 Waist pack, water bottle and carrier - **Must Have**
 Sunglasses and Sunscreen

Clothes

Team uniform (ski suit and jacket)
 2 sets of ski clothes – it may be cold – be prepared
 Extra hats and gloves (4 sets – they are never dry when you need them)
 Bathing suit
 Casual clothes

Personal Items

Toiletries
 School homework
 Money for extras

Check the web site www.cxcskiing.org for updates.