

The Loppet Foundation Waiver

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND PHOTOGRAPHY RELEASE. READ BEFORE SIGNING.

I understand that triathloning, cross country skiing, skijoring, running, trail running, rollerskiing, paddling, cycling, mountain biking, ice bike and snow bike racing, orienteering, in-line skating, as well as preparation for participation in, coaching, volunteering, officiating and related activities in 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, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by competitors/riders or equipment, and exceeding one's own abilities. I further understand that competition may be more hazardous than recreational activity. 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 the training and competition for the Activities. I also know that personal training, coaching, instruction, supervision and enforcement of rules by the Loppet Foundation, its subsidiaries, affiliates, officers, directors, volunteers, employees, coaches, contractors and representatives, local ski clubs, competition organizers and sponsors, and facility operators (hereinafter the term "Foundation" 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 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 the Foundation.

In partial consideration of the acceptance of my registration for Activities and/or competition, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter "Participant") agrees to comply with and be bound by the following terms at all times, whether participating, training or practicing for competition, or in competition for the Activities.

1. Participant hereby unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY The Loppet Foundation, the City of Minneapolis, the Minneapolis Park & Recreation Board, the Minneapolis Public Schools, the Minneapolis Department of Community Education, Trips for Kids, True North Adventures, the Greenway Coalition, Wheel Fun Rentals, Loppet sponsors, the City of Golden Valley, the Courage Center, the Minnesota Orienteering Club, the Minnesota Youth Ski League, Wilderness Inquiry, Recreational Equipment, Inc., the Minikahda Club, BNSF Railway, and Canadian Pacific Railway (together, "Organizers" or "The Organizers") FROM ANY CLAIMS, present or future, known or unknown, to Participant or his/her property, or to any other person or property, for any loss, damage, expense, or injury (including DEATH), including any transportation to or from the site of the Activity, suffered by any person from or in connection with Participant's participation in any Activities in which The Organizers are involved in any way, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty on the part of the Organizers. Participant agrees not to sue or make a claim against any of the Organizers for any loss, harm, injury or death that may occur during or after the Activity. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Organizers against any and all claims for my own negligence and any other claim arising from my acts or failure to act during the Activities. I further agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

2. Participant hereby RELIEVES the Organizers OF ANY DUTY TO PROTECT PARTICIPANT FROM HARM in connection with any Activities in which the Organizers are involved in any way. Participant also understands and agrees

that any equipment used or borrowed from an Organizer is used at Participant's own risk and such equipment is provided without any warranty regarding its condition or suitability.

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

4. Participant 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. Participant agrees to follow the rules and directions provided to Participant by the leaders or instructors of the Activities.

5. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Minnesota (for any injury or dispute arising out of a Loppet activity), without reference to principles governing choice or conflicts of laws. In addition, Participant agrees that all lawsuits for personal injury or related loss against the Organizers must be maintained in state courts sitting in Hennepin County, Minnesota or federal district courts sitting in the District of Minnesota and Participant 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.

6. Participant agrees to allow the Organizers to use his/her photograph for any and all promotional purposes.

HAVING CAREFULLY READ AND UNDERSTOOD THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, PARTICIPANT SIGNIFIES HER/HIS ASSENT TO THE ABOVE TERMS BY SIGNING BELOW.

Printed _____ Name: _____ Signature: _____

Date of Birth: _____

Date

Signed: _____

SIGNATURE OF PARENT OR GUARDIAN REQUIRED BELOW FOR MINOR PARTICIPANTS

As the parent or guardian of the minor Participant named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the Participant, and any other parent or guardian of the Participant, intending that they be binding on me, the Participant, and our respective heirs, executors, administrators and assigns. I intend to give up my right, the Participant's right, and the right of any other parent or guardian to maintain any claim or suit against the Organizers arising out of the Participant's involvement in any Activities involving the Organizers 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 the Organizers

from and against any and all liability arising out of any lack of authority on my part to legally bind the Participant, or any unenforceability for any reason of the above agreements, representations, waivers and releases made by or on behalf of the Participant.

Parent or guardian's signature _____