

AMERICAN BIRKEBEINER

# BARNEBIRKIE

## ENTRY FORM

THURSDAY, FEBRUARY 20, 2020 • 11:30 A.M.

Please use one form for families with multiple skiers:

Athlete's Name \_\_\_\_\_

Age \_\_\_\_\_

DISTANCES:  .5 km  1 km  3 km

Athlete's Name \_\_\_\_\_

Age \_\_\_\_\_

DISTANCES:  .5 km  1 km  3 km

Athlete's Name \_\_\_\_\_

Age \_\_\_\_\_

DISTANCES:  .5 km  1 km  3 km

Athlete's Name \_\_\_\_\_

Age \_\_\_\_\_

DISTANCES:  .5 km  1 km  3 km

Parent/Guardian Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone: Day (      ) \_\_\_\_\_

E-mail \_\_\_\_\_

School Name \_\_\_\_\_

**ENTRY FORMS MUST BE  
RETURNED TO THE BIRKIE OFFICE  
BY FEBRUARY 7, 2020.**

Sponsors:



### IMPORTANT INFORMATION PARENTS/GUARDIANS

PLEASE READ THE ATHLETE'S PARTICIPATION AGREEMENT AND THE ATHLETE'S WAIVER & RELEASE OF LIABILITY AGREEMENT ON THE BACK OF THIS FORM.

YOU MUST SIGN BOTH OF THESE AGREEMENTS IN ORDER FOR YOUR REGISTRATION TO BE PROCESSED. NOTE TO MINORS (SKIERS UNDER 18 YEARS OF AGE ON RACE DAY): YOU MUST HAVE A PARENT OR LEGAL GUARDIAN SIGN YOUR FORM IN ORDER FOR YOUR REGISTRATION TO BE PROCESSED.

THE WAIVER MUST BE SIGNED BY EACH ATHLETE LISTED ON THIS FORM (INCLUDING MINORS).

### RACE INFORMATION

- Proper fee must be included. Please note the registration fee is \$10/per skier.
- No refunds will be given for any reason, including race cancellation.
- Entries are not transferable between individuals or to future events.
- **Bib & Packet Pickup Information:** 9:30 a.m. to 11:30 a.m.
- **Please note:** The start area is no longer at the City Beach. It is now behind the Hayward Primary and Intermediate Schools.

### ENTRY FEES CHECKS PAYABLE TO AMERICAN BIRKEBEINER SKI FOUNDATION

BARNEBIRKIE

Number of Skiers \_\_\_\_\_ x \$10 = \_\_\_\_\_

= TOTAL \$ \_\_\_\_\_

# BARNEBIRKIE • February 20, 2020

Please also read and consent to the following agreement, which covers important information and legal rights. Please read the agreement in its entirety, before you indicate your consent to it.

## ATHLETE'S PARTICIPATION & INDEMNIFICATION AGREEMENT

I want to participate in the race I have selected as part of the online registration process. In consideration of the American Birkebeiner Ski Foundation, Inc. ("ABSF") allowing me to attend and participate in the race, by electronically indicating my consent below, I agree as follows:

- Definitions.** As used herein: (a) the term "Event" means not just the race itself that I have selected, but also those activities sponsored, controlled or organized by the ABSF, which I attend or in which I participate on the day of my race; and (b) the term "Released Parties" means (i) the ABSF, (ii) ABSF's officers, directors, employees and agents, and (iii) any person ABSF has agreed to indemnify as to claims made by Event participants (such as, but not limited to, owners of the property on which the Event occurs).
- My Fitness.** I represent and warrant that I have sufficient experience with Nordic skiing, and that I have a sufficient level of fitness and health, to participate in the Event.
- My Equipment.** I acknowledge that it is my responsibility to provide, utilize and maintain the equipment and clothing necessary for my safe participation in the Event.
- Compliance with Rules.** I accept and shall abide by the rules and regulations of the F.I.S. (Fédération Internationale de Ski), and any other rules or regulations imposed by the ABSF as to the Event.
- Insurance.** I represent and warrant that I currently have, and shall maintain throughout the time that I train for and compete in the Event, valid and sufficient insurance (be it medical, accident, disability or life insurance) to protect my interests and my family's interests, or if I do not, that I hereby waive the opportunity to obtain such coverage. I acknowledge the ABSF is not an insurance company, and that no one has represented to me that the ABSF has obtained insurance that would provide coverage to me, if I sustain an injury while participating in the Event.
- Property Damage Waiver.** I alone am responsible for my personal belongings, including breakage or loss of ski equipment, gear and ski bags that I bring to the Event. I hereby WAIVE, in advance, ALL CLAIMS for loss, theft or damage to any property owned or controlled by me, that I may in the future have against the Released Parties, relating in any way to the Event and either of the following: (a) my choosing to park any vehicle owned or controlled by me in any areas owned or controlled by ABSF; and (b) my choosing to give possession of any of my personal belongings to any agent or volunteer of ABSF. This waiver, release and discharge of property damage claims includes, but is not limited to, claims arising out of the NEGLIGENCE of the Released Parties.
- Where Disputes Will Be Resolved.** Any controversy or claim relating to the enforceability of, or arising out of, this Agreement or the above Waiver & Release of Liability Agreement (collectively, the "Agreements"), or in any way relating to my attendance at or participation in the Event, shall be solely and exclusively resolved in the Circuit Court for Sawyer County, Wisconsin (or, if removable, in the U.S. District Court for the Western District of Wisconsin). I waive any objections I might have to that venue or those courts exercising personal jurisdiction over me.
- My Responsibility for Costs and Claims; Indemnification.** I agree to be responsible for bearing any and all costs, expenses and damages sustained by me (or sustained by those who depend upon me, or who are responsible for me) that arise out of or relate to any claim released by these Agreements. I hereby agree to HOLD HARMLESS the Released Parties, and to INDEMNIFY the Released Parties (i.e., to reimburse them), from any and all claims, costs, expenses and damages ("Costs") the Released Parties would otherwise be liable for due to my attendance at or participation in the Event. I further agree hereby to the fullest extent permitted by law to HOLD HARMLESS the Released Parties, and to INDEMNIFY the Released Parties, from any and all Costs the Released Parties sustain due to my attendance at or participation in the Event, which claims are brought by any spouse, child, parent, guardian, heir, rep-

resentative or assign of mine (including wrongful-death claims, survival claims, loss-of consortium claims, and loss-of-society-and-companionship claims).

9. **Applicable Law.** The internal laws of Wisconsin control the interpretation and enforcement of these Agreements. The parties deem these Agreements to have been entered into in Wisconsin.

10. **My Choices.** I enter into these Agreements by my own free will, and acknowledge that I have choices relating to participating or not participating in this Event. I acknowledge that if I do not want to accept the terms offered in these Agreements, I can choose to forgo participating in this Event.

11. **Media Consent.** I hereby grant ABSF the right and permission (a) to use and authorize others to use photographs and video of me, and audio of my voice, and to modify such photographs, video and audio, for illustration, promotion or advertising purposes; and (b) to contact me for marketing purposes at my email address.

12. **Medical Emergencies.** If I experience a medical emergency, I authorize the ABSF and its agents to provide or authorize at my expense medical treatment and/or transport, to contact the emergency contact person I identify as part of this registration process, and to disclose to my emergency contact person or other family members whatever information (including confidential medical information) the ABSF in its discretion chooses to disclose.

13. **Truth of My Statements.** I represent and warrant that I have read both of these Agreements, and understand them, and that the information I am providing as part of this online registration process is true.

14. **Binding Effect.** I make these Agreements on behalf of, and intend these agreement to be binding upon, both myself, and my heirs, representatives, successors and assigns.

15. **Severability.** These Agreements are intended to be as broad and inclusive as permitted by Wisconsin law, and if any portion of these Agreements are held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

16. **Entire Agreement.** As to any claim arising out of or related to my attendance or participation in the Event, these Agreements collectively: (a) supersede any previous oral or written promises or agreements; and (b) are not the result of or modified by any oral representations or statements of any agent or employee of ABSF. These Agreements contain the only agreements between the parties regarding the Event.

17. **Minor Participants.** If the participant being registered for the Event is currently a minor, the parent or legal guardian of the minor is entering into this Agreement on the minor's behalf. Additionally, the parent/guardian hereby agrees to INDEMNIFY the Released Parties from any and all claims, costs, expenses and damages ("Costs") the Released Parties would otherwise be liable for due to the minor's attendance at or participation in the Event.

18. **Modification and Consent.** These Agreements may only be modified or terminated in a written document signed by myself and an officer of the ABSF. The initials inserted in the below box identify the person providing consent to the above two agreements and must match the initials of either (a) the adult participant, or (b) if the participant is a minor, the initials of the minor's parent or legal guardian, who is entering into these agreements on the minor participant's behalf.

### PLEASE READ ALL OF THE ABOVE PARAGRAPHS, WHICH COVER IMPORTANT LEGAL ISSUES, BEFORE YOU INDICATE YOU AGREE TO IT

I agree to the above agreement. (signature) \_\_\_\_\_

## ATHLETE'S WAIVER & RELEASE OF LIABILITY AGREEMENT

I want to participate in the race I have selected as part of the online registration process. In consideration of the American Birkebeiner Ski Foundation, Inc. ("ABSF") allowing me to attend and participate in the race, by electronically indicating my consent below, I agree as follows:

- My Knowledge of Risks.** I know that Nordic skiing is an action sport carrying a significant risk of serious personal injury. I know there are natural, man-made, weather, mechanical and environmental conditions and risks that, independently or in combination, can result in participants in Nordic skiing sustaining injury (including permanent disability or paralysis), or in rare situations, sustaining injuries that result in death.
- Definitions.** As used herein: (a) the term "Event" means not just the race itself that I have selected, but also those activities sponsored, controlled or organized by the ABSF, which I attend or in which I participate on the day of my race; and (b) the term "Released Parties" means (i) the ABSF, (ii) ABSF's officers, directors, employees and agents, and (iii) any person the ABSF has agreed to indemnify as to claims made by Event participants (such as, but not limited to, owners of the property on which the Event occurs).
- My Acceptance of Risks.** I have either familiarized myself with the Event location generally and race course specifically, or hereby voluntarily forgo that opportunity. I hereby accept and assume all risks associated with attending and/or participating in the Event, and I acknowledge that I alone am responsible for my personal safety. I agree to accept all responsibility for the risks, conditions and hazards which may exist during the Event, whether or not I at this time know of or foresee the specific risk, condition or hazard that results in injury.
- Waiver; My Responsibility for Injury Costs.** I hereby WAIVE ALL CLAIMS (except as expressly indicated in this paragraph) against any of the Released Parties, for any personal injury and/or death I sustain, which claims arise out of or relate to my attendance at or participation in the Event. I specifically RELEASE and DISCHARGE, in advance, the Released Parties from any and all liability that may arise out of any Released Party's NEGLIGENCE or carelessness in association with the Event (including but not limited to negligent rescue attempts) but I do not by this Agreement waive, release or discharge any claims for harm caused by a Released Party intentionally or recklessly. As to any claim released hereby, I AGREE NOT TO SUE any of the Released Parties for such released claims. I agree to be personally responsible for any costs, expenses or damages arising out of or related to such released claims.
- Bargaining/Negotiation.** I acknowledge that: (a) I have the opportunity if I so choose to bargain for or negotiate the terms of this Agreement; (b) if I desire to take advantage of the opportunity to bargain for or negotiate terms different from those set forth in this Agreement (including the entrance fee I pay to participate in the Event), I shall contact the Executive Director of the ABSF before I indicate my consent to this Agreement; and (c) if I indicate to the ABSF that I am unwilling to enter into this Agreement, the entrance fee I will be asked to pay to participate in this Event shall increase. I further acknowledge that to be effective any changes to the terms of this Agreement (including the entrance fee I pay to participate in the Event) must be approved in a written document signed by the Executive Director of the ABSF. If I choose to consent to this Agreement without modification, I hereby waive my right to bargain for or negotiate the terms of this Agreement.
- My Related Acknowledgments.** I further acknowledge and represent that: (a) I have read this Agreement and the below Athlete's Participation & Indemnification Agreement; (b) I understand this Agreement; (c) I understand that by indicating my consent below I am giving up important legal rights that I might otherwise have; and (d) I am entering into this Agreement and choosing to participate in the Event without compulsion, and by my own free will.

**THIS IS A WAIVER & RELEASE OF LIABILITY AGREEMENT: PLEASE READ ALL OF THE ABOVE PARAGRAPHS BEFORE YOU INDICATE YOU AGREE TO IT**  
MINOR PARTICIPANT. If the participant being registered for the Event is currently a minor, the parent or legal guardian of the minor is entering into this Agreement on the minor's behalf. Additionally, the parent/guardian hereby waives all claims (including claims for NEGLIGENCE) the parent/guardian may in the future have, which by law can be waived, arising out of or related to the minor's participation in the Event.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_ Relationship \_\_\_\_\_