



# 2008-09 WISCONSIN BIATHLON ASSOCIATION MEMBERSHIP FORM

Annual members are valid from October 31, 2008 to October 31, 2009

### PLEASE READ CAREFULLY BEFORE AGREEING TO THIS ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY (AWRL):

I acknowledge that biathlon and skiing are extreme tests of a person's physical and mental limits and carry with them the potential for death, serious injury, and property loss. I HEREBY ASSUME THE RISKS OF PARTICIPATING IN BIATHLONS. I agree to accept all responsibility for the risks, conditions, and hazards, which may occur whether they are known or unknown. I certify that I am physically fit, have sufficiently trained for participation, and have not been advised against participation by a qualified health professional.

I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf, and I expressly acknowledge that it is my intent to take these actions:

(a) I AGREE to abide by the rules and regulations adopted by Wisconsin Biathlon Association (WBA), United States Biathlon Association (USBA), and International Biathlon Union (IBU), and any other rules or regulations imposed by the organizers, as they may be amended from time to time, and I acknowledge that my membership and ability to participate in WBA events may be revoked or suspended for violation of the Rules;

(b) I WAIVE, RELEASE, AND FOREVER DISCHARGE from any and all claims, losses (economic and non-economic), or liabilities, for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damages of any kind, which may in the future arise out of, result from, or relate to my participation in or my traveling to or from a WBA sanctioned event, THE FOLLOWING PERSONS OR ENTITIES: WBA, USBA, McMiller Park Sports Center, Wisconsin State Parks, the employees and representatives of these organizations, and EVENT SPONSORS, RACE DIRECTORS, EVENT PRODUCERS, VOLUNTEERS, ANY PERSON CONNECTED WITH USBA OR WBA EVENTS, ALL STATES, CITIES, COUNTRIES, OR OTHER GOVERNMENTAL BODIES OR LOCATIONS IN WHICH EVENTS OR SEGMENTS OF EVENTS ARE HELD, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF ANY OF THE ABOVE, EVEN IF SUCH CLAIMS, LOSSES, OR LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE PERSONS I AM HEREBY RELEASING OR ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY;

(c) I also ASSUME ANY AND ALL OTHER RISKS, known and unknown, associated with participating in WBA sanctioned events including but not limited to falls, contact and/or effects with other participants, effects of weather including heat, cold, and/or humidity, defective equipment, the condition of the trails and roads, contact with other skiers or ski grooming equipment, any hazard that may be posed by spectators or volunteers, and all such risks being appreciated by me; and I further acknowledge that these risks include risks that may be the result of the negligence of persons or entities mentioned above in subparagraph (b) or of other persons or entities.

(d) I FURTHER COVENANT AND AGREE NOT TO SUE any of the persons or entities mentioned above in subparagraph (b) for any of the claims, losses, or liabilities that I have waived, released, or discharged herein; and I INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned above in subparagraph (b) from any and all expenses incurred, claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, (i) my actions or inactions, (ii) my breach or failure to abide by any part of this AWRL including but not limited to my covenant not to sue; (iii) my breach or failure to abide by any of the Competitive Rules; or (iv) any other harm caused by me.

(e) I further acknowledge that the persons or entities mentioned above in subparagraph (b) are not responsible for my safety. I alone am responsible for my safety and maintenance of the equipment necessary for the safe enjoyment of my participation. I alone am responsible for my understanding of the proper use of the biathlon range and rifles, including the use of rifles supplied to me by the WBA and its members. I understand that if I am not a current dues paying USBA member, I will not have USBA insurance related to my biathlon competition participation and will indemnify the persons and entities mentioned above in subparagraph (b) for any liabilities incurred by such parties due to my lacking this USBA insurance.

(f) I recognize that Biathlon involves the use of firearms and I understand that my membership may be subject to a background check. I certify that I am not disabled or barred from using or possessing firearms by any state law, federal law or by ruling of any court.

**I HEREBY AFFIRM I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, AND I UNDERSTAND ITS CONTENT.**

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

### For persons under 18 years of age, a parent or legal guardian must agree to the above AWRL and complete the following section.

PARENT/GUARDIAN AUTHORIZATION FOR MINOR TO PARTICIPATE FOR ENTIRE SEASON: I, the parent and natural guardian of the registrant, hereby acknowledge that I have executed the foregoing AWRL for and on behalf of the minor who is registering. I am consenting to the minor's participation in ALL BIATHLON AND CROSS COUNTRY SKIING EVENTS HELD BY THE WBA (INCLUDING THOSE SPONSORED BY THE USBA) and acknowledge that I understand any and all risk, whether known or unknown, is expressly assumed by me and all claims, whether known or unknown, are expressly waived in advance. As the natural or legal guardian of such minor, I hereby bind myself, the minor, and our executor's administration, heirs, next of kin, successors, and assigns to the terms of the foregoing AWRL. I represent that I have the legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities mentioned in the foregoing AWRL for any expenses incurred, claims made, or liabilities assessed against them, as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the foregoing AWRL or in the execution of this consent and authorization for medical treatment. If any provision of this AWRL shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this AWRL and shall not affect the validity and enforceability of any remaining provisions.

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street: \_\_\_\_\_ E-Mail: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Female  Male Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ USBA membership number: \_\_\_\_\_

Select Membership Type:  \$25 Individual  \$35 Family (2 or more participants)

Also accept my annual donation to the Wisconsin Biathlon Association:  \$25  \$50  \$75  \$100  Other \$\_\_\_\_\_