

**NOTIFICATION OF RISK  
THIS IS A LIABILITY RELEASE. PLEASE READ CAREFULLY.**

Teacup Lake Nordic Club ("TEACUP NORDIC") is a 501(c)(3) non-profit corporation operating facilities on land in the Mt. Hood National Forest under a Ski Area Term Special Use Permit from the US Forest Service for various sports, events, and public activities including, but not limited to, cross-country skiing, running, hiking, roller skiing, trail and facilities maintenance, outdoor education, and volunteering (hereafter "Activities"). In consideration of being allowed to participate in the Activities offered by TEACUP NORDIC, of which I voluntarily request the right of participation, I hereby acknowledge and agree as follows:

1. I voluntarily request the right to participate in Activities offered and understand and appreciate the risk of the Activities in which I desire to participate. I acknowledge that ORS § 30.975 provides that an individual who engages in the sport of skiing accepts and assumes the inherent risks of skiing insofar as they are reasonably obvious, expected or necessary. I acknowledge the inherent risks of all the Activities, including: (a) changing weather conditions; (b) snow/trail conditions as they exist or as they may change; (c) avalanches; (d) collisions with natural surface or subsurface conditions, such as bare spots, forest growth, rocks, stumps, streambeds, cliffs, trees, and other natural objects; (e) collisions with signs, posts, fences, enclosures, hydrants, water pipes, or other artificial structures and their components; (f) variations in terrain, whether natural or the result of trail design, snowmaking, or snow grooming operations, including but not limited to roads and other terrain modifications; (g) collisions with clearly visible or plainly marked equipment, including but not limited to lift equipment, snowmaking equipment, snow grooming equipment, trail maintenance equipment, and snowmobiles, whether or not the equipment is moving; (h) collisions with other trail users; (i) the failure of a trail user to recreate within that trail user's abilities; (j) travelling in a closed area or travelling outside the ski area boundary as designated either on the ski area trail map or by signage; (k) restricted visibility caused by snow, wind, fog, sun, or darkness; (l) all matters associated with volunteering for trail building or maintenance, including, but not limited to, equipment or tool use, falling or thrown debris, and effects of weather and surface conditions; and (m) personal and/or property injury as well as death.
2. Even with such understanding and appreciation of the risk, I still desire to participate and/or have my minor children participate, and I do hereby fully and irrevocably release and forever discharge TEACUP NORDIC, its officers, directors, employees, agents, members, and all owners and lessees of the property, from any and all legal claims, demands, actions, losses, and or legal liability of any kind of nature or description resulting from such Activities sustained by me or my minor children, and further covenant to hold all said parties harmless.
3. I do hereby personally assume all risks which may be associated with such Activity. I understand and acknowledge that this is a legal and binding contract and by agreeing to this Notification of Risk and Release, I acknowledge that I have read and fully understand the risks and releases contained herein. By agreeing to this Notification of Risk and Release, I understand that I may be waiving my legal right to a jury trial to hold TEACUP NORDIC legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages I may suffer due to TEACUP NORDIC's ordinary negligence that are the result of TEACUP NORDIC's failure to exercise reasonable care.

4. I further agree that any claim or suit that I may bring for any reason against TEACUP NORDIC, its owners, affiliates, directors, officers, employees and agents shall be governed by the laws of the State of Oregon.
5. **Severability Clause:** I agree that if any portion of this Notification of Risk and Release is determined to be unenforceable by a court of law, all other parts of this Notification of Risk and Release shall remain in full force and effect.
6. **Multiple Pass/Activity Purchasers:** If I am purchasing a trail pass, program or Activity for another adult, I have insured that they have read this Notification of Risk and Release and agree to it. As the primary listed adult agreeing to this Notification of Risk and Release on behalf of all such recipients, I have read this Notification of Risk and Release and agree with its contents.
7. **Parental Indemnification Clause:** As a parent/guardian agreeing to this Notification of Risk and Release for a minor, I have read this document and agree with its contents. I hereby agree to indemnify and hold harmless TEACUP NORDIC for any claim or suit, including legal fees and expenses, settlements or awards, arising out of said minor's presence on TEACUP NORDIC premises.