OISRAN VOLUNTEER AGREEMENT

Must be completed in blue or black ink and be legible. Apart from signatures all information MUST BE PRINTED.

NAME (Print)_____ **M / F** **Date of Birth** ____/____/_____

ADDRESS (Print)_____ **City**_____ **State** ____ **Zip**_____

Phone_____**email contact(s)**_____

Name either a School or a League as your affiliation with OISRAN:

_____

OREGON INTERSCHOLASTIC SKI RACING ASSOCIATION NORDIC

Full Assumption of Risk and Release of Liability Related to Participation as a Volunteer Form

READ CAREFULLY BEFORE SIGNING. THIS FULL RELEASE IS AN ENFORCEABLE CONTRACT BETWEEN YOU AND OREGON INTERSCHOLASTIC SKI RACING ASSOCIATION NORDIC, AN OREGON NONPROFIT CORPORATION WITH 501(c)(3) STATUS ("OISRAN"). IT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. THIS FULL RELEASE COVERS ALL VOLUNTEER WORK AND ACTIVITIES AND PROGRAMS OF ANY SORT CONNECTED WITH OISRAN, INCLUDING BUT NOT LIMITED TO INSTRUCTION, TRAINING, AND COMPETING IN NORDIC SKIING ACTIVITIES YOU PARTICIPATE IN FROM THE DATE YOU SIGN BELOW TO **SEPTEMBER 15, 2027**.

By signing this form, you acknowledge that you wish to contribute your services to and have registered as a Volunteer for OISRAN and that you are freely volunteering to provide services without compensation from OISRAN. In return for OISRAN allowing you to volunteer your services, which you agree is adequate consideration for this Full Release, you, the undersigned person, hereby agree as follows:

I. POTENTIAL RISKS. Volunteering for Activities involves risks. It is not possible to compile a complete listing of the risks. However, they include the possibility that you may suffer serious, even fatal, injury or illness. By signing this form, you acknowledge that you understand that there could be dangers involved in the Activities you will be volunteering for or assisting with, including, but not limited to injury to person or property or death due to changing weather conditions; existing and changing snow conditions; bare spots, rocks, stumps, and trees; collisions with natural objects, man-made objects, or other skiers; variations in terrain; your failure, or the failure of others, to ski or otherwise perform within your/their own ability(ies); and equipment malfunction.

II. YOU ASSUME ALL RISKS AND AGREE TO FOLLOW ALL RULES. By signing this form, you acknowledge that, to the best of your knowledge, you are in adequate physical condition for the Activities you will be supervising/participating in/volunteering for, and you are not aware of any physical or physiological conditions which would place you at risk to supervise/participate/volunteer in any way in Activities. You acknowledge that you voluntarily, knowingly, and freely assume, and take full responsibility for all risks, known and unknown, related to your supervision of/participation in/volunteering for Activities, and you further acknowledge that you are entirely responsible for your own safety while supervising/participating/volunteering in OISRAN Activities, deciding whether to supervise/participate in/volunteer for any Activities with OISRAN, and deciding in which Activities you can safely supervise/participate/volunteer. You agree that you will accept and abide by the rules, regulations, and restrictions of OISRAN and any other rules, regulations, and restrictions imposed by the organizers of any particular event. This includes the OISRAN rule that, as a Volunteer, YOU MAY NOT WORK WITH, SUPERVISE, OR COACH STUDENTS.

III. YOU RELEASE ALL CLAIMS AGAINST OISRAN AND THE PERSONS LISTED IN PARAGRAPH IV. You hereby agree for yourself and for your heirs, relatives, next of kin, representatives, estate, agents, and assigns, that you will not hold liable OISRAN or any of the persons listed in Paragraph IV below, and that you will waive and release any claims, demands, or actions against them, for any damages to, or loss of, your property, or for your injury or death, which results from or arises in connection with any of the Activities of OISRAN including as a result of negligence by OISRAN or the negligence of any of the persons listed in Paragraph IV other than that which results from gross negligence, wanton or willful misconduct, or reckless or intentional conduct. You understand that this waiver includes a waiver of liability for acts of negligence. In addition, you agree to indemnify OISRAN and the persons listed in Paragraph IV for any claims made against them, on your behalf or otherwise, as a result of any damage to, or loss of, your property or as a result of your injury or death resulting from or arising in connection with the Activities of OISRAN including as a result of negligence by OISRAN or the negligence of any of the persons listed in Paragraph IV other than that which occurs as a result of gross negligence, wanton or willful misconduct, or reckless or intentional conduct. In addition, persons listed in Paragraph IV shall not be liable for any injury or loss that occurs during vehicular travel to or from OISRAN Activities, or travel that is in any other way connected with OISRAN Activities, including as a result of negligence by OISRAN or the negligence of any of the persons listed in Paragraph IV other than that which results from gross negligence, wanton or willful misconduct, or reckless or intentional conduct.

IV. THE FOLLOWING ORGANIZATIONS AND PERSONS ARE COVERED BY THIS FULL RELEASE. The persons and organizations covered by this Full Release include: OISRAN and its directors, officers, members, staff, employees, volunteers, agents, project leagues, representatives, connected or associated schools, sponsors, organizers, race officials, and coaches of any category, and any ski areas where OISRAN Activities are held, and any others who participate in the Activities of OISRAN, or who volunteer for, or perform work for, OISRAN.

V. IF YOU ARE A PARENT OR LEGAL GUARDIAN OF ANY VOLUNTEER OR PARTICIPANT WHO IS YOUNGER THAN 18 (“CHILD”), ON WHOSE BEHALF YOU ARE SIGNING THIS FORM, YOU ASSUME ALL RISKS AND RELEASE ALL CLAIMS ON BEHALF OF YOUR CHILD. If you are the parent or legal guardian of a Child on whose behalf you are signing this form, YOU ASSUME ALL RISKS AND RELEASE ALL CLAIMS on behalf of your Child and your Child’s heirs, relatives, next of kin, representatives, estate, agents, and assigns in the same way and to the same extent as you do for yourself in this Full Release. Further, wherever the terms “I,” “me,” “my,” “myself,” “you,” or “your,” are used in this Full Release, those terms shall be interpreted to cover the Child participant for whom you are signing.

VI. IF YOU CAUSE DAMAGE TO ANY ACTIVITY SITE, YOU AGREE TO PAY FOR ITS REPAIR. If you cause damage to the Activity site (including damage to a building structure, equipment, or natural features such as trees and slopes), regardless of what entity or individual owns the Activity site, you agree that you will pay all costs and expenses associated with its repair or replacement ("Repair Costs"), including the costs of collection of the Repair Costs, which may include court costs and attorneys' fees.

VII. SEVERABILITY. If any provision of this Full Release, or the application of a provision to any person or circumstance, is held invalid, the remainder of this Full Release, or the application of that provision to other persons or circumstances, must not be affected thereby.

VIII. GOVERNING LAW. This Full Release shall be interpreted according to the laws of the State of Oregon, and the parties consent to the personal jurisdiction of the Lane County Circuit Court in the State of Oregon. Nothing in this article shall preclude the parties from attempting to resolve conflicts through mediation or arbitration.

THIS FULL RELEASE IS INTENDED TO PROTECT THE PARTIES IN PARAGRAPH IV FROM LIABILITY FOR INJURIES (INCLUDING FATAL INJURIES OR DEATH) TO YOU, YOUR CHILDREN, AND YOUR/YOUR CHILD'S PROPERTY TO THE MAXIMUM EXTENT ALLOWED BY OREGON LAW.

The undersigned has/have read this Full Release and understand its terms. This Full Release is executed freely and voluntarily, with full understanding that the undersigned is/are giving up substantial legal rights.

Print Full Name of Volunteer:_____

Signature of Volunteer: _____Date:_____

<u>Parent/Legal Guardian (in addition to signature of Volunteer above, if above signed is a minor)</u>

I have read and I understand this Full Release, and I am signing it voluntarily.

I am the parent or legal guardian of:

Print Full Name of Minor:_____

Print Full Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____Date: _____