

## ACKNOWLEDGMENT AND ASSUMPTION OF RISK AND RELEASE

*THIS IS AN IMPORTANT LEGAL DOCUMENT. PLEASE READ CAREFULLY.*

We/I            Mr.            \_\_\_\_\_            and/or            Ms./Mrs.  
\_\_\_\_\_ (hereinafter "We/I) parent(s) and/or legally authorized  
guardian(s) of \_\_\_\_\_ (hereinafter "Skier"), understand  
that freestyle skiing, including, but not limited to, aerials and jumps, rails, moguls, halfpipe, slopestyle, park  
and other freeskiing activities, competitive freestyle skiing, dryland training, trampoline training, practicing for  
freestyle skiing, freestyle skiing camps both on snow and off snow, and all of the activities taking place in  
order to prepare for freestyle skiing (hereinafter collectively referred to as "Activities"), **are dangerous and  
physically demanding activities and that serious personal injury, up to and including death, is a  
possibility.** We/I further understand that freestyle skiing and the Activities may be more hazardous than  
recreational skiing. We/I agree that Skier voluntarily elects to participate in the Activities with knowledge of  
the dangers and risks involved, that we/I have warned Skier of the dangers and risks involved, and Skier  
and we/I agree to accept and assume any and all risk of property damage, personal injury or death. We/I  
accept the inherent dangers of physical participation in such Activities and do hereby agree to allow Skier's  
participation in such Activities and hereby release Nybora Team Freestyle, Inc., its incorporators, directors,  
contractors, coaches, and any and all other present and future employees, coaches, and all volunteers  
(hereinafter "Nybora" shall be used to refer to all such person and entities collectively), who are assisting  
with the management or operation of either Nybora or its Activities, in any way, the Hyland Ski and  
Snowboard Area, the Three Rivers Park District, and any and all other ski areas where Nybora may be  
training or competing. We/I agree that Nybora does not and cannot guarantee Skier's safety while  
participating in these Activities, and agree to hold Nybora free from any and all claims, demands, causes of  
action, and/or attorneys fees arising out of or in any way related to any personal injury or property damage  
sustained by/to Skier while participating in freestyle skiing, participating in Nybora and its Activities and/or  
being transported to or from such Activities or while being involved in these Activities, due to any cause  
whatsoever, including negligence and/or breach of express or implied warranty on the part of Nybora. Skier  
and I have the right and responsibility to inspect all equipment and facilities prior to any and all Activities  
and, if we believe that anything is unsafe, we will advise a Nybora supervisor of the condition and may  
refuse to participate. **Participation means that we consent to all these terms.**

We/I currently provide for skier, and agree to maintain throughout the time he/she trains, participates and/or  
competes in all Activities with VALID AND SUFFICIENT MEDICAL INSURANCE, as listed in the Nybora  
Registration Packet. We/I understand that providing such insurance for Skier is my responsibility and  
release all persons and entities, including Nybora, from providing any insurance coverage for Skier.  
We/I authorizes Nybora to obtain medical care for, or transport Skier to a medical facility or hospital if, in the  
opinion of Nybora or Ski Patrol, medical attention is required and Skier is unable to make such decisions for  
himself/herself. We/I agree to pay all costs associated with such medical care and related transportation and  
shall **DEFEND, INDEMNIFY AND HOLD HARMLESS** Nybora of and from the consequences of such  
decision and from any such costs incurred relating to the provision of medical care. We/I also authorize  
disclosure of protected medical information necessary to provide, coordinate or manage Skier's healthcare  
consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law.

In the event any portion of this Acknowledgment and Assumption of Risk and Release is found  
unenforceable, the remaining terms shall remain fully enforceable.

This Acknowledgement and Assumption of Risk and Release shall be construed in accordance with and  
governed by the laws of the state of Minnesota. We/I agree that any legal action arising out of this  
Acknowledgment and Assumption of Risk and Release must be maintained in Hennepin County, Minnesota.

We/I have read and understand this release and voluntarily, willingly, and knowingly have signed this  
release as evidence of my agreement to all of its terms and in consideration of Nybora accepting Skier's  
registration and allowing participation in Activities. By affixing my signature below I represent that I intend to  
give up my right, and the right of Skier, and the right of any other parent or guardian of Skier, to maintain any  
claim or suit against Nybora arising out of the Skier's participation in any Activities involving Nybora in any  
way. I further agree to hold harmless, defend, and indemnify Nybora from any claims from third parties  
arising from the Skier's participation in any activities affiliated with Nybora. We/I have the right to refuse to  
sign this form, and Nybora has the right to refuse to let Skier participate if we/I do not sign this form.

Printed Name of Skier: \_\_\_\_\_ Age  
of Skier \_\_\_\_\_

I certify that as parent/legal guardian of the above named minor, I do hereby acknowledge and consent to his/her agreement to be bound by each of the terms and conditions listed above.

Signature of Parent/Guardian OR Skier (if Skier over  
18): \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of  
Parent/Guardian: \_\_\_\_\_  
\_\_\_\_\_

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

Printed Name of  
Witness: \_\_\_\_\_  
\_\_\_\_\_

## **Concussion Acknowledgement Statement and Waiver for Nybora Skier/Rider/Athletes**

Any youth athlete under the age of 18 years suspected of having sustained a concussion/traumatic brain injury will be removed from participation in the sporting event (e.g. training, practice, camps, competitions or tryouts), by a coach, official, or ski patrol overseeing such sporting event.

A coach or official or ski patrol shall remove a Nybora skier, rider, or athlete from participating in any youth athletic activity when the skier, rider, athlete:

- Exhibits signs, symptoms, or behaviors consistent with a concussion; or
- Is suspected of sustaining a concussion

If removed from the activity, the skier/rider/athlete will be directed (if available) to first aid and medical resources (Ski Patrol and/or Park Ranger and/or Rescue Staff) at the participating ski areas and/or other event venues. When a coach or official or ski patrol removes a youth skier, rider, athlete from participating in a youth athletic activity because of a concussion, the youth skier, rider, athlete may not again participate in the activity until the youth skier, rider, athlete:

- No longer exhibits signs, symptoms, or behaviors consistent with a concussion; and is evaluated by a provider trained and experienced in evaluating and managing concussion and the qualified health care provider trained in the evaluation and management of concussive head injuries gives the youth skier/rider/athlete written permission to again participate in the activity

Athletes who have subsequently been medically cleared to resume participation must provide such medical clearance (as described above) to Nybora Team Freestyle, Inc. in order to be permitted to participate in skiing and sporting events.

### **About Concussions**

A concussion is a type of traumatic brain injury (TBI) caused by a bump, blow, or jolt to the head. Concussions can also occur from a fall or a blow to the body that causes the head and brain to move quickly back and forth. Doctors may describe a concussion as a “mild” brain injury because concussions are usually not life-threatening. Even so, their effects can be serious. **Please review all enclosed informational materials from the Centers for Disease Control and Prevention (CDC).** CDC also provides informational resources on concussion awareness at the following link: <http://www.cdc.gov/concussion/HeadsUp/youth.html>

By his/her signature below, **SKIER/RIDER/ATHLETE CERTIFIES THAT HE/SHE HAS RECEIVED, READ AND UNDERSTOOD** the materials related to the nature and risks of concussion associated with athletic activity; the signs, symptoms, and behaviors consistent with a concussion; the need to alert appropriate medical professionals for urgent diagnosis and treatment when a Nybora youth skier/ rider/ athlete is suspected or observed to have received a concussion; and the need for a Nybora youth skier/ rider/ athlete who sustains a concussion to follow proper medical direction and protocols for treatment and returning to play or participate in the sport.

By his/her signature below, **SKIER/RIDER/ATHLETE CERTIFIES THAT HE/SHE HAS READ AND UNDERSTOOD THIS AGREEMENT**, and agrees in full with its terms, intend that it be binding on Member, his/her heirs, executors, administrators and assigns, and that it remain in full force and effect for as long as Member participates in Nybora, competition and related programs and activities.

**This Concussion Acknowledgement Statement and Waiver for Nybora Skier/Rider/Athletes does not create any additional liability for, or create any new cause of legal action against, Nybora Team Freestyle, Inc., its incorporators, directors, contractors, coaches, and any and all other present and future employees, coaches, and all volunteers.**

**SKIER/RIDER/ATHLETE**

Signature: \_\_\_\_\_ Date of Birth:

\_\_\_\_\_

Printed name: \_\_\_\_\_ Date Signed:

\_\_\_\_\_

**SIGNATURE OF PARENT OR GUARDIAN REQUIRED BELOW FOR MINOR  
SKIER/RIDER/ATHLETES**

As the parent or guardian of the minor Member named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the skier/rider/athlete, and any other parent or guardian of the skier/rider/athlete, intending that they be binding on me, the skier/rider/athlete, and our respective heirs, executors, administrators and assigns.

Parent or guardian's  
signature: \_\_\_\_\_

Printed name: \_\_\_\_\_ Date

Signed: \_\_\_\_\_