

To develop, enrich and promote fun and healthy life style in the wintertime through showcasing snow sports and festive recreational activities.



Frosty 5
 February 20, 2010

Note: ONE participant per registration. Registrations are non-refundable.

***REQUIRED FIELDS**

***First Name**

***Last Name**

***Street Address**

***City**

***State**

***Zip Code**

***Phone**

***E-Mail**

***Date of Birth (MM/DD/YY)**

***Gender**

____ - ____ - ____

Male Female

***EVENT** (check one)

Frosty 5 Frosty Kids Frosty Dog Jog

Shirt Size (check one. Frosty 5 Run & Walk only)

XXL XL L M S No Shirt

Age Groups (check one)

14 or under

40-44

15-19

45-49

20-24

50-54

25-29

55-59

30-34

60+

35-39

Registration Fee: \$25.00 (check or money order)

Credit cards are only accepted through online registration at www.winter-fest.com

Please make your check payable to Madison Winter Festival with Frosty 5K on the memo line and mail to:

Madison Winter Festival
 P.O. Box 930442,
 Verona, WI 53593



ASSUMPTION OF RISK AND RELEASE OF LIABILITY

READ CAREFULLY BEFORE SIGNING

I understand that running, walking, skiing, biking, ice skating, snowboarding, sledding, tubing, snowshoeing in various forms, as well as preparation for participation in, coaching, volunteering, officiating and related activities in competitions and clinics (hereinafter collectively referred to as "Activities"), involve many RISKS, DANGERS and HAZARDS. These risks, dangers and hazards include, but are not limited to, changing weather and snow conditions, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by skiers or equipment, and exceeding one's own abilities. I further understand that running, walking, skiing, biking, ice skating, snowboarding, sledding, tubing, snowshoeing and competition may be more hazardous than recreational running, walking, skiing, biking, ice skating, snowboarding, sledding, tubing, snowshoeing. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities. I know that the risk of SEVERE INJURY and even DEATH exists in all training and competition locations and activities. I also know that personal training, coaching, instruction, supervision and enforcement of rules by Madison Winter Festival, its subsidiaries, affiliates, officers, directors, volunteers, employees, coaches, contractors and representatives, local clubs, competition organizers and sponsors, and ski facility operators (hereinafter the term "MWF" shall be used to refer to all such persons and entities collectively) do not and cannot guarantee my safety.

With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in training and competition for listed Activities, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES, even if I follow the instructions or advice of MWF.

In partial consideration of MWF's acceptance of my participation registration, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter "Participant") agrees to comply with and be bound by the following terms at all times, whether training or practicing for competition, or in competition.

1. Participant hereby unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY MWF (as defined above) FROM ANY CLAIMS, present or future, to Member or his/her property, or to any other person or property, for any loss, damage, expense, or injury (including DEATH), suffered by any person from or in connection with Participant's participation in any Activities in which MWF is involved in any way, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty on the part of MWF.
2. Participant hereby RELIEVES MWF OF ANY DUTY TO PROTECT MEMBER FROM HARM in connection with any Activities in which MWF is involved in any way.
3. Participant authorizes MWF to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of MWF, medical attention is required and Member is unable to make such decisions for himself/herself. Member agrees to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS MWF of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.
4. Participant agrees never to utilize any run, course or facility for any training, practice or competition without first conducting his/her own thorough visual inspection of the run, course or facility.
5. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Wisconsin, without reference to principles governing choice or conflicts of laws. In addition, Member agrees that all lawsuits for personal injury or related loss against MWF must be maintained in state courts sitting in Dane County, Wisconsin or federal district courts sitting in the District of Wisconsin, Central Division and Member consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, MEMBER SIGNIFIES HIS ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

Member Signature _____ Date of Birth _____

Printed Name _____ Date Signed _____

SIGNATURE OF PARENT OR GUARDIAN REQUIRED BELOW FOR MINOR*** MEMBERS

As the parent or guardian of the minor Participant named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the Participant, and any other parent or guardian of the Participant, intending that they be binding on me, the Participant, and our respective heirs, executors, administrators and assigns. I intend to give up my right, the Participant's right, and the right of any other parent or guardian to maintain any claim or suit against MWF arising out of the Participant's participation in any Activities involving MWF in any way. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE AGREEMENTS, REPRESENTATIONS, WAIVERS AND RELEASES, AND I AGREE TO DEFEND AND INDEMNIFY MWF from and against any and all liability arising out of any lack of authority on my part to legally bind the Member, or any unenforceability for any reason of the above agreements, representations, waivers and releases made by or on behalf of the Participant.

Parent or guardian's signature _____

Printed name _____ Date _____

*** Participant is considered a "Minor" if he/she is under twenty-one (21) years of age and resides in Alabama, Mississippi, Nebraska, Pennsylvania, West Virginia or Wyoming, or if he/she is under eighteen (18) years of age and resides in any other state. In the event that Member is under 21 years of age and chooses to compete in Alabama, Mississippi, Nebraska, Pennsylvania, West Virginia or Wyoming despite residing elsewhere, then the laws of Participant's home state shall govern in determining Participant's legal capacity to execute this Agreement.