

BOGUS BASIN NORDIC TEAM PROGRAM AGREEMENT

(one per athlete)

THIS PROGRAM AGREEMENT is made effective on _____(Date), between the BOGUS BASIN NORDIC TEAM (BBNT), A STANDING COMMITTEE OF BOISE NORDIC FOUNDATION, INC., an Idaho nonprofit corporation and the PARENTS/GUARDIANS _____(names) of the ATHLETE _____(name) Birth Date _____.

THIS AGREEMENT MAY NOT BE ACCEPTED UNLESS SIGNED BY BOTH ATHLETE'S PARENTS AND/OR ANY AND ALL LEGAL GUARDIANS AND RETURNED TO BBNT WITH ANY AND ALL MATERIALS INCLUDED WITH THIS AGREEMENT.

1) PROGRAM: In consideration of the payment of fees and other covenants and promises of Parent on Parent's behalf and Athlete's behalf, BBNT shall organize, sponsor and provide cross country ski coaching and conditioning services for Athlete.

2) FEES AND ADDITIONAL EXPENSES: Parents or legal guardians of the Athlete are financially responsible and agree to pay the Program Fee and Other Required Fees for the Athlete's chosen program. Parent also agrees to pay additional expenses necessary for the BBNT program, including USSA membership, cross-country area Trail Pass trail, equipment, clothing, race entry fees, travel and travel-related expenses and camps. **Parent must pay all estimated travel expenses PRIOR to Trip Departure or the Athlete will not travel.** If necessary, after each trip, additional expenses or refunds not covered by the estimated trip expenses will be billed to the Parent/Athlete's account. Competition and Year Round Comp Devo athletes also must have a membership in the Boise YMCA to participate in strength training. Through a one-time fee paid to BBNT, Competition athletes also will receive Intermountain Division (IMD) annual licenses.

3) PAYMENT OPTIONS - ALL CHARGES ARE DUE WHEN BILLED. Parents and BBNT agree that late payments will have a \$50 fee additionally billed. Team Fees payment may be made as a single one-time payment. Or, parents may elect a Payment Plan described in the registration materials. All final plan payments must be received by **January 15, 2009.**

4) REFUND POLICY: There will be no refunds of any fees after December 1, 2008. Written request for refund must be received at Treasurer's Office, 719 W. Ridgeline Drive, Boise, ID 83702 by December 1, 2008. In the event of injury that results in Athlete's inability to participate in the program, refund requests will be prorated through January 31, 2009, and all requests must be received in writing.

5) ASSUMPTION OF RISK AND RELEASE OF LIABILITY is incorporated into this Agreement and must be signed by parent and Athlete. The program risks are limited to activities arising out Athlete's participation with BBNT, including not only cross country skiing and competition, but also dry land training, which occurs in facilities not owned or operated by BBNT, travel in BBNT owned and non BBNT owned vehicles to and from training, competition, outings and excursions that may occur in connection with the program.

6) CONSENT TO MEDICAL TREATMENT and MEDICAL INSURANCE. Parent consents to BBNT obtaining medical or dental treatment in the event the Athlete needs urgent medical or dental care, at BBNT's sole discretion. BBNT will attempt to contact parent prior to such treatment. Parent shall have and maintain during the 2008-09 Season a policy of health and accident insurance for Athlete providing major medical health insurance coverage for Athlete. Parent acknowledges and agrees that the information provided on the Registration Form about health insurance and pertinent athlete medical conditions is true and complete at the time of the execution of this Agreement.

7) CODE OF CONDUCT: Athlete and Parent have read, understand, agree and signed the BBNT Code Of Conduct. The Code Of Conduct is a policy established by BBNT and its terms and conditions are incorporated by reference into this Agreement. Parent on Parent's behalf and Athlete's behalf agree that BBNT has the right to discipline, suspend or dismiss Athlete in accordance with the Code Of Conduct.

8) MISCELLANEOUS PROVISIONS: The laws of the State of Idaho govern this agreement. Parents on behalf of Athlete understand that under Idaho law, BBNT is a standing committee of Boise Nordic Foundation, Inc., a charitable and nonprofit corporation. Pursuant to Idaho Code section 6-1605, the officers and directors and volunteers who serve the non profit corporation and its BBNT organization without compensation shall be personally immune from civil liability arising out of their conduct as an officer, director or volunteer, if such conduct is within the course and scope of the duties and functions directed by the corporation.

ATHLETE SIGNATURE:

_____ Date: _____

BOTH PARENTS or GUARDIAN SIGNATURES:

Father: _____ Date: _____

Mother: _____ Date: _____

Guardian: _____ Date: _____

BOGUS BASIN NORDIC TEAM, a Standing Committee of Boise Nordic Foundation, Inc. an Idaho nonprofit corporation

By: _____ Date: _____

Print Name: Scott Johnstone or: _____

Title: _____