

## U.S. Ski & Snowboard

### ASSUMPTION OF RISK AND RELEASE OF LIABILITY AND WAIVER – READ CAREFULLY BEFORE SIGNING

I understand that skiing and snowboarding in their various forms, as well as preparation for, participation in, coaching, volunteering, officiating and all related activities in alpine, nordic, freestyle, freeski, adaptive, and snowboarding 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/riders or equipment, exceeding one’s own abilities, and exposure to contagious disease. I further understand that ski and snowboard training and competition may be more hazardous than recreational skiing and snowboarding and I recognize that there are risks linked with the attempt to achieve competitive results, which requires me to stretch my physical abilities. I understand that **INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities**. I know my participation is inherently and obviously dangerous and that the risk of **SEVERE INJURY** and even **DEATH** exists in all training and competition locations and activities, including free skiing and riding. I am further aware that certain movements or actions cannot always be anticipated or controlled and therefore cannot be avoided or prevented through safety measures. I also know that personal training, coaching, instruction, supervision and enforcement of rules by the United States Ski Association d/b/a U.S. Ski & Snowboard, its subsidiaries, affiliates, officers, directors, volunteers, employees, coaches, contractors and representatives, local ski clubs, competition organizers and sponsors, and ski and snowboard facility operators (hereinafter the term “U.S. Ski & Snowboard” shall be used to refer to all such persons and entities collectively) do not and cannot guarantee my safety. Furthermore, I know and accept that the above-mentioned dangers linked with my participation may threaten third parties within the competition and training area.

I understand and accept that my participation in any activity which is part of a U.S. Ski & Snowboard sanctioned-activity is subject to my acceptance of all applicable rules and policies in connection with U.S. Ski & Snowboard including but not limited to the [SafeSport Code](#), the [Code of Conduct](#), the [Athlete Safety Policies](#), and the Minor Athlete Abuse Prevention Policies ([MAAPP](#)).

In consideration of U.S. Ski & Snowboard’s acceptance of my Visiting Participant application, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter “Visiting 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. Visiting Participant, with full knowledge and understanding of the **RISK OF SEVERE INJURY AND DEATH** involved in the Activities, **FREELY AND VOLUNTARILY ACCEPTS AND FULLY ASSUMES THE RISK THAT VISITING PARTICIPANT MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES**, even if Visiting Participant follows the instructions or advice of U.S. Ski & Snowboard.
2. Visiting Participant hereby unconditionally **WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY U.S. SKI & SNOWBOARD OF AND FROM ANY CLAIMS**, present or future, to Visiting Participant or their property, or to any person or property, for any loss, damage, expense or injury (including **DEATH**), suffered by any person from or in any connection with Visiting Participant’s participation in any Activities in which U.S. Ski & Snowboard is involved in any way, due to any cause whatsoever, **INCLUDING NEGLIGENCE** and/or breach of express or implied warranty on the part of U.S. Ski & Snowboard.
3. Visiting Participant hereby **RELIEVES U.S. SKI & SNOWBOARD OF ANY DUTY TO PROTECT VISITING PARTICIPANT FROM HARM** in connection with any Activities in which U.S. Ski & Snowboard is involved in any way.
4. Visiting Participant authorizes U.S. Ski & Snowboard to obtain medical care for or transport them to a medical facility or hospital if, in the opinion of U.S. Ski & Snowboard, medical attention is required, and Visiting Participant is unable to make such decisions for themselves. Visiting Participant agrees to pay all costs associated with such medical care and related transportation and shall **DEFEND, INDEMNIFY AND HOLD HARMLESS** U.S. Ski & Snowboard of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Visiting Participant also authorizes disclosure of protected medical information necessary to provide, coordinate or manage Visiting Participant’s healthcare consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law.
5. Visiting Participant agrees never to utilize any run, course, or facility for any training, practice, or competition without first conducting their own thorough visual inspection of the run, course, or facility. Visiting Participant understands that they are responsible for the choice of appropriate equipment and of its condition, for the speed at which they train and race and for the selection of their line through any course. Visiting Participant understands that they may be found personally liable to third parties for damages arising from bodily injury or property damage they may suffer as a result of an occurrence linked with Visiting Participant’s participation in training or competition.

6. This release is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be severed from this Agreement and not affect the enforceability of any other provisions. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of Utah, without reference to principles governing choice or conflicts of laws. In addition, Visiting Participant agrees that all lawsuits for personal injury or related loss against U.S. Ski & Snowboard must be maintained in state courts sitting in Summit County, Utah or federal district courts sitting in the District of Utah, Central Division, and Visiting Participant 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, VISITING PARTICIPANT SIGNIFIES THEIR ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:**

<b>Visiting Participant (If 18 or over)</b>	
Signature: _____	Date of Birth: _____
Printed name: _____	Date Signed: _____

**SIGNATURE OF PARENT OR GUARDIAN REQUIRED FOR VISITING PARTICIPANTS UNDER THE AGE OF 18**

As the parent or guardian of the minor child Visiting Participant named above, I hereby make and enter into each and every agreement, representation, waiver, and release described above on behalf of myself, the Visiting Participant, and any other parent or guardian of the Visiting Participant, intending that they be binding on me, the Visiting Participant, and our respective heirs, executors, administrators and assigns. By affixing my signature below, I represent that I intend to give up my right, the right of the Visiting Participant, and the right of any other parent or guardian to maintain any claim or suit against U.S. Ski & Snowboard arising out of the Visiting Participant's participation in any Activities involving U.S. Ski & Snowboard in any way. I further agree to hold harmless, defend, and indemnify U.S. Ski & Snowboard of and from any claims from third parties arising from the minor child Visiting Participants' participation in any activities affiliated with U.S. Ski & Snowboard.

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

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

Applicant's Name (Please Print) \_\_\_\_\_ Date of Birth: \_\_\_\_\_