

SILVER RUN SKI EDUCATION FOUNDATION

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

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 related activities in alpine, nordic, freestyle, disabled, 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, and exceeding one’s own abilities. I further understand that ski and snowboard training and competition may be more hazardous than recreational skiing and snowboarding. 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, including free skiing and riding. I also know that personal training, coaching, instruction, supervision, and enforcement of rules by the United States Ski & Snowboard Association, Silver Run Ski Education Foundation (hereinafter “SRSEF”), their 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 terms “USSA” 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 ski and snowboard training and competition, **I FREELY AND VOLUNTARILY ACCEPT AND FULLY ACCEPT THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT, OR EVEN FATAL INJURIES**, even if I follow the instructions or advice of USSA and/or SRSEF.

In partial consideration of SRSEF’s acceptance of my membership application and in spite of the risk of sever or permanent injury, or even death, the undersigned (hereinafter “Member”) agrees to comply with and be bound by the following terms at all times, whether training or practicing for competition, or in competition.

1. Member hereby unconditionally **WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY USSA AND SRSEF 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 members participation in any Activities in which USSA and/or SRSEF is/are involved in any way, due to any cause whatsoever, **INCLUDING NEGLIGENCE** and/or breach of express or implied warranty on the part of USSA and/or SRSEF.
2. Member hereby **RELIEVES USSA AND/OR SRSEF OF ANY DUTY TO PROTECT MEMBER FROM HARM** in connection with any Activities in which USSA and/or SRSEF is/are involved in any way.
3. Member authorizes USSA and/or SRSEF to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of USSA and/or SRSEF, 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** USSA and/or SRSEF of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Member also authorizes disclosure of protected medical information necessary to provide, coordinate, or manage member’s healthcare consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law.

Initials: _____ Date: _____

4. Member 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 Colorado, without reference to principles governing choice or conflicts of laws. In addition, Member agrees that all lawsuits for personal injury or related loss against USSA and/or SRSEF must be maintained in state courts sitting in Summit County, Utah or federal district courts sitting in the District of Utah, Central Division and Member consents and agrees that any 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/HER ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

Signature, Init.: _____ Date: _____

Printed Name: _____ Date of Birth: _____

SIGNATURE OF PARENT OR GUARDIAN REQUIRED FOR MEMBERS UNDER AGE 18

As the parent or guardian of the minor child Member named above, I hereby make and enter into each and every agreement, representation, waiver, and release described above on behalf of myself, the Member, and any other parent or guardian of the Member, intending that they be binding on me, the Member, and our respective heirs, executors, administrators and assigns. By affixing my signature below I represent that I possess the authority to act on behalf of all of the minor child Members parents or legal guardians and that I intend to give up my right, and the right of any other parent or guardian to maintain any suit or claim against USSA and/or SRSEF arising out of the Member's participation in any Activities involving USSA and/or SRSEF in any way. I further agree to hold harmless, defend, and indemnify USSA and SRSEF of and from any claims from third parties arising from the minor child Member's participation in any activities affiliated with USSA and/or SRSEF.

Signature, Init.: _____ Date: _____

Printed Name: _____ Date of Birth: _____

Relationship: _____