



USSA ASSUMPTION OF RISK AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

**PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I understand that participation in skiing, ski racing, race training, snowboarding and snowboarding or skiing clinics and education (“the Event”) involves **RISKS, DANGERS and HAZARDS**. These risks, dangers and hazards include, but are not limited to, changing and unpredictable weather conditions, collision with other participants, failure or improper use of equipment, slipping or falling, collision with natural or man-made obstacles and structures, equipment failure, and exceeding one's own abilities. I understand that **INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Event**. I know that the risk of **SEVERE INJURY** and even **DEATH** could occur. I also know that personal training, coaching, instruction, supervision and enforcement of rules by the United States Ski Association dba United States Ski & Snowboard Association, 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 “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 participating in the Event, **I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES** while participating in the Event, even if I follow the instructions or advice of USSA.

In consideration of USSA’s permitting me to participate in the Event, 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 the show, or in competition or during the show:

- 1. Participant, by and through his/her undersigned parent or legal guardian hereby unconditionally **WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY USSA, Dexter and Susan Paine, their respective officers, directors, employees, agents, subsidiaries, affiliates, volunteers, representatives, and assigns, (“The Released Parties”)** FROM ANY CLAIMS, present or future, to Participant 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 participation in the Event, due to any cause whatsoever, **INCLUDING NEGLIGENCE of the Released Parties** and/or breach of express or implied warranty on the part of the released parties.
- 2. Participant hereby **RELIEVES The Released Parties OF AND FROM ANY DUTY TO PROTECT PARTICIPANT FROM HARM** in connection with The Event.
- 3. Participant authorizes USSA to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of USSA, medical attention is required and Participant is unable to make such decisions for himself/herself. Participant agrees to pay all costs associated with such medical care and related transportation and shall **DEFEND, INDEMNIFY AND HOLD HARMLESS** The Released Parties of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.

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, Participant agrees that all lawsuits for personal injury or related loss arising out of the conduct of the Event must be maintained in state courts sitting in Summit County, Utah or federal district courts sitting in the District of Utah, Central Division and 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, PARTICIPANT SIGNIFIES HIS/HER ASSENT TO THE ABOVE TERMS BY SIGNING BELOW. IF THE PARTICIPANT IS UNDER THE AGE OF 18 YEARS, PARTICIPANT’S LEGAL GUARDIAN MUST AFFIX HIS/HER SIGNATURE BELOW. BY DOING SO LEGAL GUARDIAN AGREES TO RELEASE ALL RIGHTS BELONGING TO HIM/HERSELF AND MINOR CHILD PARTICIPANT PURSUANT TO THE TERMS OF THIS AGREEMENT.

PARTICIPANT/LEGAL GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OF AGE

Participant’s Printed Name: _____ Signature: _____

Legal Guardian Signature: _____ Relationship to Participant: _____

Printed Name of Legal Guardian: _____ Date Signed: _____