

## Schweitzer Mountain Release for Schweitzer Alpine Racing School Club and Race participation 2018-19 Liability Release and Indemnity Agreement

I acknowledge that skiing, snowboarding, racing, cross country skiing, tubing and related activities involve certain inherent and other risks, dangers, and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in this sport. Risks include, but are not limited to, risk of injury or death from changes in terrain and snow surface (above and below the surface), slips, falls, exposure to cold, ice, bumps, jumps, bare spots, debris, fences, decks, posts, trees, any movement of snow including, but not limited to, slides, sloughs or avalanches; any depths of snow, including tree wells, or any accumulations of snow, whether natural or man-made, including snowmaking mounds, moving snow, lift equipment and towers, light poles, signs, buildings, and walkways, ramps, padded and non-padded barriers, obstacles and other terrain features, grooming equipment, snowmobiles, ski and snowboard traffic and other hazards are HAZARDOUS activities and that I have made a voluntary choice to participate in those activities despite the risks that they present.

In consideration of my being permitted to participate in any activity of the Schweitzer Alpine Racing School (SARS), I agree to ASSUME ANY AND ALL RISKS OF INJURY OR DEATH which might be associated with or result from my participation or help with these activities. I understand that lifting, raking and shoveling require physical strength and dexterity and I acknowledge that I have the strength and physical ability to complete those tasks.

I further agree to RELEASE FROM LIABILITY and to INDEMNIFY AND HOLD HARMLESS Schweitzer Ski Operations LLC, (Schweitzer) the organizers and sponsors of any events, and their owners and agents, landowners, affiliated companies and employees for any damage, injury or death to myself or to any person or property, whether caused by their NEGLIGENCE or for any other reason, in any way connected with my preparation or practice or or my participation in any event or SARS affiliated activities.

I, the undersigned, have carefully read and understood this agreement and all of its terms. I understand that this is a RELEASE OF LIABILITY which will legally PREVENT me or any other person from filing suit or making any other legal claim for damages in the event of my death or any injury to me. I nevertheless enter into this agreement freely and voluntarily and agree that is binding upon me, my heirs, assigns and legal representatives. I verify that I am at least 18 years of age and have read and understood this document. In consideration of using Schweitzer, I contractually agree that all claims for injury or death shall be governed by the State of Idaho State Law and exclusive jurisdiction shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of Idaho.

If I am signing on behalf of a minor and I accept full responsibility for all expenses incurred as a result of the minor's participation in recreating at Schweitzer. I agree to RELEASE, HOLD HARMLESS, and INDEMNIFY SARS and Schweitzer for any claims brought by or on behalf of my minor child(ren), including negligence claims.

I hereby grant Schweitzer Mountain Resort the right to reproduce my photo in any medium utilized by the resort related to marketing materials including advertisements, brochures, display, web, editorial, or audiovisual use. This release remains in effect until April 30, 2019.

\_\_\_\_\_  
Participant Name

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

Email address \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian Signature (if under 18)

Date \_\_\_\_\_

**THIS IS A LIABILITY RELEASE**  
**PLEASE READ CAREFULLY BEFORE SIGNING**

**Appendix D -  
USSA Volunteer Race Worker Registration Form**

**Name (Please Print):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Read the following warnings carefully before signing this form. This is a waiver of certain legal rights:**

Ski and snowboard competitions involve **many inherent risks, dangers and hazards**. These risks, dangers and hazards may exist at any time and at any place in and around the competition course or facility. They may threaten not only the competitors themselves, but may also threaten me as a competition worker.

Due to high speeds, slick surfaces and icy conditions, you will be at risk of being struck by competitors and/or runaway equipment. While you **must pay close attention to the intervals between competitors**, you must also be aware that such intervals are sometimes irregular. You must **pay special attention to competitor fall zones and likely trajectories of competitors** who may lose control and/or fall. If you have any questions or concerns about fall zones and/or trajectories, you should inquire with a member of the Competition Jury.

The Competition Jury is responsible for controlling the competition. You must comply with instructions of the Jury regarding opening and closing of courses, and regarding your positioning on the course. However, given the unpredictability of ski and snowboard competition and the winter mountain environment, following the advice of Competition Jury members or any other person **does not and cannot guarantee your safety**. If you believe that complying with a Competition Jury instruction would expose you to risk of injury, you should clearly state your concern to a Jury member and state your intention not to follow the instruction.

Competition equipment may be cumbersome and heavy. Exercise caution in carrying and handling such equipment to avoid injury from strain or exertion, particularly when working on steep and uneven terrain. Also, pay attention to climatic conditions and protect yourself from exposure and dehydration.

Side-slipping of race courses involves many of the risks and dangers inherent in the sport of skiing. These risks may be exacerbated by short time periods between racers in which side-slipping must be completed. If you lack advanced skiing skills or are otherwise unwilling to assume the risks inherent in this activity, do not participate in side-slipping of courses.

Consumption of alcohol or illegal drugs by race workers in USSA competitions is strictly prohibited.

**By affixing my signature below, I represent that I am over the age of eighteen (18) years, have read the foregoing warnings and in spite of the risks, dangers and hazards involved in such activities, I nevertheless choose to volunteer my services as a USSA Race Worker. By so doing, I agree to release, indemnify, defend, and hold harmless the United States Ski and Snowboard Association, its employees, affiliates, insurers, and sponsors from any and all claims arising from my participation as a race worker. I also understand and agree that as a volunteer I am not entitled to workers compensation coverage for injuries arising from my participation in these activities and agree not to seek coverage under USSA's workers compensation insurance.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date