

(USSA Tri-Divisional, 3/22-25/2018)

Participants Last Name: _____ First Name: _____ Age: _____

Date of Birth: ____/____/____ Address: _____ City: _____ State: _____

Zip: _____ Phone: _____ Emergency Contact Name: _____ Phone Number: _____

RELEASE & INDEMNITY AGREEMENT – READ CAREFULLY BEFORE SIGNING –

I, the undersigned, and if I am a person under 18 years of age, my parent or legal guardian and I (hereafter “I”) understand that my participation in the Tri-Divisional Race on March 22nd, 23rd, 24th and 25th 2018. The race involves SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, PROPERTY DAMAGE OR EVEN DEATH. The risks include but are not limited to NATURAL, MAN MADE, AND ENVIRONMENTAL CONDITIONS AND RISKS, including falls, changing weather and snow surface conditions, snow making and grooming equipment, variations in steepness or terrain, variations in natural and man-made obstacles, jumps, structures, rails, pipes, equipment failure, collisions with objects, structures, other people or equipment, negligence of others and exceeding my own abilities, which may cause severe or even fatal injuries.

In consideration of participation in the Event and use of Snowbasin Resort Company facilities, I agree to the following:

1. I expressly agree to assume all risks of personal injury, death, falls, accidents, and/or property damage, **including those resulting from any negligence of Snowbasin Resort Company and its parent, subsidiary, brother, sister, and other closely-related affiliate companies, and its and their officers, directors, employees, agents, successors, assigns, and the sponsors of the Event (hereinafter collectively “Snowbasin”).**
2. **Release & Indemnity.** To the fullest extent allowed by law, I agree to forever release Snowbasin from any and all claims for injuries, death, losses, and damages resulting in any way from my participation in the Event, skiing/snowboarding, use of lifts or base lodges, my participation in this Event’s training, practice, or competitions, including any negligence on the part of Snowbasin. My release includes all claims regarding the design, maintenance, manufacture, or conditions of Event site, course, structures or equipment utilized in the Event, express or implied warranties, product liability and the negligence of Snowbasin. To the fullest extent allowed by law, I agree to indemnify and hold Snowbasin harmless from all claims, damages or injuries in any way related to my participation in the Event, skiing/snowboarding, products liability or use of any facilities at Snowbasin, including breach of this Release, and will reimburse Snowbasin attorney’s fees and costs, even if Snowbasin was negligent.
3. I agree that no lawsuit will be filed by me or on my behalf against Snowbasin as a result of my participation in this Event or for any injuries or damages that I sustain even if Snowbasin was negligent. I understand that this is a contract, which limits my legal rights binding upon my heirs and my legal representatives. If portions of this Release are invalid, the remaining portions will remain intact and enforceable. Any lawsuits concerning my participation in the Event or this release must be brought in the Third District Court in the State of Utah, or Federal Court for the State of Utah. This Release shall be effective for all days of the Event and any training days.
4. I agree to conduct a careful inspection of any runs, superpipes, course or facility used by me in the Event or training before any practice, training, or competition. I agree that I am solely responsible for my safety and responsible for utilizing and maintaining the equipment necessary for my participation.
5. I represent and agree that I am physically, mentally and emotionally able to participate in the Event and that Snowbasin may, without compensation or reimbursement, revoke my participation for failure to follow this agreement and instructions from Snowbasin. I shall accept and abide by the rules and regulations of this Event, including wearing safety equipment. I am responsible for all equipment needed for the Event.
6. I understand that inverted aerials and maneuvers are not recommended and agree to perform only aerials or maneuvers that are appropriate for my skill level and with which I have extensive experience.
7. I irrevocably grant and agree that Snowbasin shall have the right to use, air, publish or reproduce photographs, video and/or pictures of my name, image and likeness for any lawful purpose.
8. **I HAVE READ, UNDERSTOOD AND VOLUNTARILY SIGNED THIS RELEASE OF LIABILITY.**

Signature of Competitor/Volunteer/Coach: _____ Date ____/____/____

Participants under the age of 18 are required to have a parent or legal guardian read and counter-sign this agreement.

Persons under the age of 18 (“Minor”) are required to have an authorized parent or legal guardian (hereinafter “Parent”) read and sign this Agreement. **To the fullest extent allowed by law, the Parent individually and on behalf of the Minor has read, understood, and expressly agrees to all of the terms of this Agreement. The Parent agrees and acknowledges Parent’s and Minor’s express assumption of risk, release of liability, indemnity and covenants not to sue Snowbasin including for negligence.** The Parent agrees to make all decisions concerning the Minor’s participation, use of the area and involvement in this Event. The Parent releases all rights or claims including wrongful death damages and agrees to indemnify Snowbasin for any other Parent’s claims. The Parent agrees to pay all medical bills incurred by the Minor and waives all rights of subrogation against Snowbasin.

Signature of Parent/Legal Guardian: _____ Date ____/____/____

Printed Name: _____