



Black Hills Ski Team

Program Registration 2018-19

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

READ CAREFULLY BEFORE SIGNING

I understand that skiing, training for skiing, coaching, volunteering, officiating, and related activities in alpine 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 and 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 and Snowboard Association, Black Hills Ski Team (hereinafter “BHST”), 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 guarantee my safety.

With full knowledge and understanding of the **RISK OF SEVERE INJURY AND DEATH** involved in ski 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 BHST.

In partial consideration of BHST’s acceptance of my membership application and in spite of the risk of severe 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 INDEMINIFY USSA AND BHST FROM ANY CLAIMS**, present or future, to member or his/her property, or to any person or property, for any loss, damage, expense, or injury (including **DEATH**), suffered by any person from or in connection with member’s participation in any activities of USSA and/or BHST.
2. Member hereby **RELIEVES USSA AND/OR BHST OF ANY DUTY TO PROTECT MEMBER FROM HARM** in connection with any activities in which USSA and/or BHST is/are involved in any way.
3. Member authorizes USSA and/or BHST to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of USSA and/or BHST, 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,**



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INDEMNIFY, AND HOLD HARMLESS USSA and/or BHST of and from the consequences of such costs incurred relating to the provisions 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.

Parents Initials: _____ Date: _____

- 4. Member Agrees never to utilize any ski 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.**

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:

Child Member's Name: _____ DOB: _____

Child Member's Name: _____ DOB: _____

Child Member's Name: _____ DOB: _____

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 BHST arising out of the Member's participation in any activities involving USSA and/or BHST in any way. I further agree to hold harmless, defend, and indemnify USSA and BHST of and from any claims from third parties arising from the minor child Member's participation in any activities affiliated with USSA and/or BHST.

Our family has received a copy of the BHST code of conduct. We (parents and athletes) have read, understand, and promise to adhere to and enforce those behaviors there in.

Parent's Signature: _____ Date: _____

Printed Name: _____ Relationship: _____