

UNITED STATES COLLEGIATE SKI AND SNOWBOARD ASSOCIATION

2020-2021 Competition Season

ASSUMPTION OF RISK AND RELEASE OF LIABILITY - READ CAREFULLY BEFORE SIGNING

The signor of this agreement (hereinafter, the "Applicant") desires to be a member of the United States Collegiate Ski and Snowboard Association. In consideration of USCSA's acceptance of the Applicant's membership application, and in spite of the risk of severe or permanent injury, or even death, the Applicant agrees to comply with and be bound by the terms and conditions set forth herein at all times, whether training or practicing for competition, or in competition.

1. The Applicant knows that personal training, coaching, instruction, supervision and enforcement of rules by the United States Collegiate Ski & Snowboard Association, its subsidiaries, affiliates, officers, directors, attorneys, event coordinators, volunteers, employees, coaches, contractors and representatives, local ski clubs, competition and or event organizers, and sponsors, and ski and snowboard facility operators (hereinafter the term "USCSA" shall be used to refer to all such persons and entities collectively) do not and cannot guarantee the Applicant's safety. With full knowledge and understanding of the **RISK OF SEVERE INJURY AND DEATH** involved in ski and snowboard training and competition, **THE APPLICANT FREELY AND VOLUNTARILY ACCEPTS AND FULLY ASSUMES THE RISK THAT THE APPLICANT MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES**, even if the Applicant follows the instructions or advice of USCSA.

2. The Applicant understands that skiing and snowboarding in their various forms, as well as preparation for participation in, coaching, volunteering, officiating and other related activities in alpine, nordic, freestyle, disabled, and snowboarding competitions, clinics, and any event sanctioned or hosted by USCSA (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, performance of or absence of safety equipment (fencing, netting, Willi bags, etc.), collisions with objects or structures, being struck by skiers/riders or equipment or subject to the inadvertence of race officials, and exceeding one's own abilities. The Applicant further understands that ski and snowboard training and competition may be more hazardous than recreational skiing and snowboarding. The Applicant understands that **INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities**. **The Applicant knows that the risk of SEVERE INJURY and even DEATH** exists in all training and competition locations and activities, including free skiing and riding.

3. **The Applicant also understands that, while USCSA has undertaken reasonable steps to reduce the risk of transmission of COVID-19 in connection with the Activities, it is impossible to completely eliminate the risk of contracting COVID-19 while participating in the Activities. The Applicant understands and agrees not to hold USCSA responsible in any manner for any risks related to COVID-19 while the Applicant participates in the Activities.** The Applicant understands that the World Health Organization has classified the COVID-19 outbreak as a pandemic. The Applicant further understands that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. The Applicant is fully aware that participation in the Activities and all other events relating to the Activities (by way of example, but not limited to: travel to and from the Activities, sleeping accommodations, dining, awards ceremonies, and any other activity, whether or not it is sanctioned by USCSA) carries with it certain inherent risks related to COVID-19 transmission. These inherent risks include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. The Applicant understands and agrees that the inherent risks associated with COVID-19 cannot be completely eliminated regardless of the care taken to avoid such risks. Further, the Applicant understands that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in injury including, but not limited to, loss, personal injury, sickness, death, monetary damage, and expense, the extent and exact nature of which are not currently ascertainable, and all of which are to be considered inherent risks. The Applicant hereby voluntarily accepts and assumes all risk of loss, personal injury, sickness, death, damage, and expense relating to or resulting from, directly or indirectly, contracting COVID-19 while participating in the Activities or any other event relating to the Activities (by way of example, but not limited to: travel to and from the Activities, sleeping accommodations, dining, awards ceremonies, and any other activity, whether or not it is sanctioned by USCSA).

4. The Applicant hereby represents and warrants that the Applicant does not suffer from any medical condition or disease that might in any way hinder or prevent the Applicant from participating in the Activities, including, to the best knowledge of the Applicant, COVID-19. Further, the Applicant represents and warrants that the Applicant does not suffer from or live with any medical condition or disease that makes the Applicant more vulnerable to the symptoms commonly associated with COVID-19. The Applicant shall immediately withdraw from and/or not participate in the Activities if: (a) the Applicant has any symptoms commonly associated with COVID-19; or (b) if the Applicant has submitted to a test for COVID-19 but not yet received the results of the test; or (c) if the Applicant has been advised by a medical professional, or it has been recommended by a medical professional, that the Applicant submit to a test COVID-19 and the Applicant has not yet submitted to the test. The Applicant shall immediately report to a USCSA official if the Applicant tests positive for COVID-19 within fourteen (14) days of participating in the Activities. The Applicant shall observe and adhere to all social distancing and masking requirements in effect while the Applicant participates in the Activities.

5. The Applicant hereby unconditionally **WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY USCSA FROM ANY CLAIMS**, present or future, to the Applicant 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 the Applicant's participation in any of the Activities in which USCSA is involved in any way, due to (1) the Applicant's intentional actions or failure to act, or (2) any loss, damage or injury caused by or attributable to the **NEGLIGENCE OF USCSA**, to the fullest extent allowed by the law, and/or breach of express or implied warranty or express or implied contract on the part of USCSA. This waiver and release shall NOT be construed in any event to release USCSA from liability for its own intentional, willful, or wanton acts.

6. The Applicant hereby **RELIEVES USCSA OF ANY DUTY TO PROTECT THE APPLICANT FROM HARM** in connection with any Activities in which USCSA is involved in any way.

7. The Applicant authorizes USCSA to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of USCSA, medical attention is required and the Applicant is unable to make such decisions for himself/herself. The Applicant agrees to pay all costs associated with such medical care and related transportation and shall **DEFEND, INDEMNIFY AND HOLD HARMLESS USCSA** of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. The Applicant also authorizes disclosure of protected medical information necessary to provide, coordinate or manage Applicant's healthcare consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law.

8. The Applicant 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.

9. 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, the Applicant agrees that all lawsuits for personal injury or related loss against USCSA must be maintained in state courts sitting in Hampden County, Massachusetts or federal district courts sitting in the District of Massachusetts, Springfield Division, and the Applicant 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.

IN SIGNING THIS AGREEMENT, I _____ (*print name*), ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Assumption of Risk and Release of Liability, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this agreement for full, adequate and complete consideration fully intending to be bound by the same. I understand that my participation in the Activities outlined herein is contingent on my consent to the terms and conditions of this Agreement.

(Signature)

Date: _____

(Printed Name)