

## ASSUMPTION OF RISK AND RELEASE OF LIABILITY AND WAIVER

- READ CAREFULLY BEFORE SIGNING –

I understand that skiing and snowboarding in their various forms, as well as preparation for, participation in, coaching, volunteering, officiating and all related activities in alpine, nordic, freestyle, adaptive, and snowboarding 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 or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by skiers/riders or equipment, exceeding one's own abilities, and exposure to contagious disease. 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 my participation is inherently and obviously dangerous and 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 & Snowboard, Black Hills Ski Team, 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 "BHST" shall be used to refer to all such persons and entities collectively) do not and cannot guarantee my safety.

In 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, with full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in the Activities, FREELY AND VOLUNTARILY ACCEPTS AND FULLY ASSUMES THE RISK THAT MEMBER MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES, even if Member follows the instructions or advice of BHST.
2. Contagious Disease: Member acknowledges that COVID-19 is highly contagious and there is an inherent risk of exposure in any public place. By participating in Activities, Member acknowledges the risk of exposure which can lead to severe illness, injury, permanent disability, and death. Member agrees to not participate in Activities based on the current CDC guidelines (see [www.cdc.gov](http://www.cdc.gov)) if experiencing any symptoms or having a close contact. Member agrees to follow any COVID-19 coordinator protocols for any Activities including undergoing any COVID-19 testing requirements prior to participation.
3. Member hereby unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY 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 any connection with Member's participation in any Activities in which BHST is involved in any way, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty on the part of BHST.

4. Member hereby RELIEVES BHST OF ANY DUTY TO PROTECT MEMBER FROM HARM in connection with any Activities in which BHST is involved in any way.

5. Member authorizes BHST to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of 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, INDEMNIFY AND HOLD HARMLESS BHST of and from the consequences of such decision and from any such costs incurred relating to the provision 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.

6. Member 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.

7. This release is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be severed from this Agreement and not affect the enforceability of any other provisions. This Agreement shall be construed in accordance with, and governed by the substantive laws of the State of South Dakota, without reference to principles governing choice or conflicts of laws. In addition, Member agrees that all lawsuits for personal injury or related loss against BHST must be maintained in state courts sitting in Lawrence County, and Member 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.

[ ] \* I HAVE CAREFULLY READ THE FOREGOING AND UNDERSTAND IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT AND AGREE TO ITS TERMS

ATHLETE NAME: \_\_\_\_\_

PARENT OR LEGAL GUARDIAN NAME: \_\_\_\_\_

SIGNATURE OF PARENT OR LEGAL GUARDIAN: \_\_\_\_\_

DATE: \_\_\_\_\_