

AMERICAN SNOWPORTS EDUCATION ASSOCIATION, INC. dba Professional Ski Instructors of America®
("PSIA") and/or American Association of Snowboard Instructors® ("AASI")
and
ASEA EDUCATION FOUNDATION dba PSIA-EF and/or AASI-EF

**ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT
READ CAREFULLY BEFORE SIGNING**

The person taking part in the Activities shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. The Undersigned understands that skiing and snowboarding in their various forms, as well as preparation for and participation in, classes, clinics, events, races, competitions, instructing, instruction, and seminars and any related activities in alpine, nordic, freestyle, and disabled skiing and snowboarding (hereinafter referred to as "Activities"), involve many **INHERENT AND NONINHERENT RISKS, DANGERS and HAZARDS**. These risks, dangers and hazards include, but are not limited to: falling, existing and changing weather and snow conditions including avalanches, tree wells, variations in steepness or terrain, natural and man-made objects and structures, equipment failure, collisions with objects, snowmobiles, snowcats, structures, or other skiers/riders, instructor's choices of terrain and drills, exceeding one's own abilities, infectious diseases and illnesses including but not limited to COVID 19. The Undersigned understands that **INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE OF THE ACTIVITIES**. The Undersigned knows and accepts that the risk of **SEVERE INJURY** and even **DEATH** exists in the Activities. The Undersigned knows and accepts that training, coaching, instruction, and supervision by the American Snowsports Education Association, Inc., PSIA-AASI Northwest Division, PSIA-AASI Western Division, PSIA-AASI Northern Intermountain Division, PSIA-AASI Intermountain Division, PSIA-AASI Northern Rocky Mountain Division, PSIA-AASI Rocky Mountain Division, PSIA-AASI Central Division, PSIA-AASI Eastern Division and all of their affiliated ski and snowboard facility/resort operators, divisions, subsidiaries, affiliates, officers, directors, volunteers, participants, employees, contractors, educational foundations, and agents (hereinafter individually and collectively the "RELEASED PARTIES") does not and cannot guarantee Participant's safety. Undersigned **FREELY AND VOLUNTARILY ACCEPTS AND FULLY ASSUMES THE RISK THAT PARTICIPANT MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES**. Nevertheless, Undersigned, agrees to comply with and be bound by the following terms at all times while attending or participating in any event or program offered by, hosted by, sponsored by, or associated with the RELEASED PARTIES.

1. Undersigned hereby unconditionally forever **WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST RELEASED PARTIES, AND AGREES TO DEFEND, INDEMNIFY AND HOLD RELEASED PARTIES HARMLESS FROM ANY AND ALL CLAIMS**, present or future, brought by Undersigned their heirs, executors, administrators or assigns, **FOR ANY LOSS, DAMAGE, EXPENSE, ATTORNEYS FEES, OR ANY INJURY INCLUDING DEATH**, suffered by Participant during or related to any Activities in which **RELEASED PARTIES** are involved in any way, due to any cause whatsoever, **INCLUDING BUT NOT LIMITED TO ALL CLAIMS OF NEGLIGENCE**, premises liability, breach of contract, and/or breach of express or implied warranty.
2. Undersigned authorizes **RELEASED PARTIES** to obtain medical care for, or to transport Participant to a medical facility or hospital if, in the opinion of **RELEASED PARTIES**, medical attention is required and Participant is unable to make such decisions for himself/herself. Undersigned agrees to pay all costs associated with such medical care and related transportation and shall defend, indemnify and hold **RELEASED PARTIES** harmless from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Undersigned also

authorizes disclosure of protected medical information necessary to provide, coordinate or manage Participant's healthcare.

3. 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, Undersigned agrees that all lawsuits for personal injury, death or property damage against RELEASED PARTIES must be brought in the state or federal courts of Colorado.
4. If any part of this agreement is found to be unenforceable, the remaining terms shall be given full force and effect to the greatest extent allowed by law.
5. Participant agrees to allow RELEASED PARTIES, without reservation, limitation or additional compensation, to record in any media his/her name, face, likeness, voice or appearance (collectively "Image"), and to use all or any part of that Image in any known or future media and for all time.
6. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activities. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST

PARTICIPANT (IF OVER AGE 18)

Signature: _____

Date of Birth: _____

Printed name: _____

Date Signed: _____

SIGNATURE OF PARENT OR GUARDIAN REQUIRED FOR PARTICIPANTS UNDER THE AGE OF 18.

Parent or guardian's signature: _____

Printed name: _____ Date: _____

Participant's Name (Please Print): _____