

Southwest Collegiate Ski and Snowboard Conference 2017-2018

Waiver & Release of Liability



PLEASE READ CAREFULLY BEFORE SIGNING, THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS

In consideration for the rights and privileges associated with competing in the SCCSC, Inc. DBA Southwest Collegiate Ski and Snowboard Conference, (hereinafter referred to as "USCSA Southwest"), the undersigned acknowledges and agrees to be bound by the following:

1. The undersigned, if over 18 years of age, has read and signed this Waiver and Release of Liability. If the undersigned is UNDER 18 years of age, then IN ADDITION to his/her signature, this Waiver and Release has been read and signed by his/her parent or legal guardian. (The undersigned is hereinafter referred to collectively as "Competitor")

2. Competitor accepts & understands that skiing & snowboarding in their various forms are **HAZARDOUS** sports that have many dangers and risks.

Competitor further understands that events tangential to skiing and snowboarding with the USCSA Southwest, may also be hazardous, such as parties, banquets, commuting, attending meetings, and other dangers not specifically identified herein.

It is further understood that training, competing, or racing competitively is more **HAZARDOUS** than recreational activities. Additionally, Competitor acknowledges that there are attendant dangers in commuting to events, event social functions, meetings, and other dangers not necessarily specifically identified herein. Competitor realizes that injuries are a common and ordinary occurrence of this sport, or in the events tangential to this sport. Competitor agrees as a condition of being allowed participation in any skiing or snowboarding activity, including but not limited to, preparation for participation in, coaching, and related activities in alpine, Nordic, freestyle, and snowboarding competitions and clinics, or in the course of travel to or from any such event, attending meetings, attending social functions (such as parties and banquets), (hereinafter "Activity"), involves risks of serious injury, including permanent disability, death and other losses, both to Competitor and his/her property. Competitor understands that these injuries and losses might result not only from his/her actions, but the actions, inactions, or negligence of others. Member freely accepts and voluntarily **ASSUMES ALL RISKS OF PERSONAL INJURY OR DEATH** from any Activity affiliated, related to, or in any way associated with the USCSA Southwest, its officers, employees, agents, directors, and/or executive committee members.

Competitor agrees with the premise that Competitor is a Competitor at all times, whether practicing for competition or in competition. Competitor agrees that he/she is always provided an opportunity to conduct a reasonable visual inspection of the training or racecourse. Competitor understands that he/she will be held to assume the risk of all course conditions including but not limited to, weather and snow conditions, course construction or layout and obstacles.

3. Competitor hereby assumes all risks which may be associated with and/or result from his/her involvement in such Activity and hereby holds **HARMLESS, RELEASES, INDEMNIFIES, AND DEFENDS**, the USCSA Southwest, USCSA, its subsidiaries and affiliates, their respective Executive Committee members, officers, directors, agents, employees, coaches, trainers, doctors, officials, event organizers, the ski area, or sponsors (hereinafter "USCSA Southwest"), of and from any liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by Competitor while participating in the Activity, including, but not limited to, those injuries and damages caused by the negligence and/or breach of warranty, expressed or implied, on the part of the USCSA Southwest.

Competitor covenants not to sue USCSA Southwest, its Executive Committee members, officers, directors, agents, employees, coaches, trainers, doctors, officials, event organizers, the ski area, or sponsors for any injury befalling him/her from any Activity.

4. By execution of this release Competitor agrees to defend, indemnify and hold harmless the USCSA Southwest for claims or demands from any injury to Competitor or other person(s) or property, which may arise as a result of Competitor engaging in Activity.

5. Competitor authorizes USCSA Southwest (as previously defined in paragraph 3), Mammoth Mountain, and/or its authorized personnel to call for medical care for him/her or to transport him/her to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for him/her. USCSA Southwest is not required to do so, and, in its discretion, may choose not to. In the event USCSA Southwest does summon or transport Competitor to a medical facility or hospital, Competitor agrees that upon his/her transport to any such medical facility or hospital that USCSA Southwest shall not have further responsibility for him/her. Competitor further understands that USCSA Southwest will not provide or advance funds for medical care. Further, Competitor agrees to pay all costs associated with such medical care and related transportation provided for him/her and shall **INDEMNIFY, DEFEND AND HOLD HARMLESS** the USCSA Southwest and Mammoth Mountain of and from any costs incurred therein.

6. COMPETITOR CONTRACTUALLY AGREES that any and ALL DISPUTES between himself/herself and the USCSA Southwest arising from his/her participation in the Activity, and INCLUDING any claims for personal injury and/or death, WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA and EXCLUSIVE VENUE thereof will be San Diego County.

7. IN THE EVENT ANY SECTION OF THIS RELEASE IS FOUND TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE FULLY ENFORCEABLE.

8. THIS RELEASE SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW.

9. This release shall be binding upon Competitor's assignees, subrogors, distributors, heirs, next-of-kin, executors, personal representatives, and administrators and may be pled by the USCSA Southwest as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the Competitor.

10. I currently have, and I agree to maintain throughout the time that I train and compete, valid and sufficient medical and accident insurance. I understand that this is my sole responsibility and release all persons and entities identified above from providing this coverage for me.

Personal Health and Accident Insurance Co.

Policy #:

I/WE HAVE CAREFULLY READ THE LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

University

Print Name

Date

Signature

By signing this Acknowledgement of and Assumption of Risk and Release as Parent/Guardian, I am agreeing to its

terms, on behalf of myself and any minor child, and I am consenting to the competitor's participation in competitive skiing, snowboarding and training, and any activities tangentially related thereto, and acknowledge that I understand that any and all risk, whether known or unknown, is expressly assumed by me and all claims, whether known or unknown, are expressly waived in advance.

Date

Signature of Parent/Guardian if competitor is UNDER 18 years old.