

RELEASE, ASSUMPTION OF RISKS, AND INDEMNIFICATION AGREEMENT

In consideration for being permitted to participate in a Professional Ski Patrol Association, LLC, (hereafter, "PSPA") event, **I hereby release and discharge**, on behalf of myself, and my heirs and assigns, all members, associate members, officers, directors, examiners, instructors, leaders, volunteers, assistants, and candidates/applicants for membership in, of the PSPA, and, any affiliated organizations, vendors, rentors, certifiers or trainers, and, any other natural persons or entities related to any facility hosting the event, from any and all claims which may arise from my participation in, or training received at, the PSPA event, including but not limited to testing, skiing, traveling, dining, drinking, lodging, or related aspects of the trip, **and I assume any and all risks, and I further agree to indemnify and hold harmless, any of the above persons or entities from any and all costs**, including but not limited to legal fees, lost earnings, travel, and **any and all** other expenses incurred as a result of any claim brought by, or threatened by, me, or on my behalf, or on behalf of my heirs or assigns, and, that this document and indemnification shall receive the broadest possible interpretation.

I further state that **I agree that I am responsible for my own safety at all times**; I represent that I am fully capable of determining my ability to participate in the event, and that I am free to withdraw from participation at **any** time, and **I am not relying on anyone else to care for me or rescue me**; that I am in excellent physical condition despite any injuries afflictions or disabilities, that I will wear sufficient appropriate clothing, that I will use equipment that I have properly maintained, and/or examined and tested, and that I am not, and will not be impaired by alcohol or drugs; that I understand that I am engaging in activities which are dangerous, unpredictable, and that there will be many factors over which I will have no control;

I understand that there are many risks involved in such an event, and I freely and knowingly assume ALL risks, including but not limited to, unknown, undisclosed, and unforeseen risks. Without limiting the generality of the previous statement: I understand that some potential risks include, death or serious physical injury; I understand that some aspects of the event may also be psychologically traumatizing; More specifically, I understand that death or injury may result from extremely difficult skiing or rescue conditions, hyper/hypothermia, illness, inadequate or defective equipment or clothing, auto accidents, or other causes; I understand that potential injuries include, but are not limited to back injuries due to heavy lifting, and bone, joint, and soft tissue injuries which may occur from collisions with persons or objects; I understand that I may be injured by the lack of ability of myself or others to accomplish difficult skills; I understand that some of the risks of the event may involve errors in, or poor judgment, equipment failures, traveling too fast in overcrowded overloaded poorly maintained vehicles, skiing, running toboggans, or riding in rescue toboggans, traveling at high rates of speed down steep icy terrain, and/or down terrain with rocks, bare spots, ice, and varying surface conditions, being hit by other skiers, toboggans or equipment, being ejected from toboggans, riding in out-of-control toboggans, carrying heavy toboggans and other equipment on ski lifts, negotiating steep icy ungroomed terrain, changing snow and weather conditions, incorrect descriptions of trail difficulty or ski conditions, incorrect assessments of ability of myself or others, performing dangerous rescues, and being involved in activities that may "push the envelope," of my abilities, or the abilities of others; I understand that I may be injured or killed while participating in, or observing, testing and training, as a rescuer, victim, observer, examiner, or trainer, and I waive any causes of action against all other persons and entities, even if they worsen my situation.

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All of these things I do voluntarily, because it is what I want to do. That is why I agree that in consideration of my being allowed to participate, and/or observe, neither I, nor my family or others will sue anyone involved in, or related to this PSPA event. It is my intent that this document shall remain permanently in full force and effect from this day forward, and that it applies to today's and any future PSPA events.

I have carefully read the foregoing Release, Assumption of Risks, and Indemnification Agreement, understand its contents and sign it with full knowledge and intent that it will prevent me, or my family/heirs, from suing anyone, regardless of the extent of any injury which I may suffer, and regardless of fault. I understand that I am free to choose not to sign this Agreement, but that I will be barred from participation if I do not sign.

Signature

Date

Print Name

Home Mountain/Company

My Mailing Address

My Phone Number

My email

My Emergency Contact Person and Phone Number

My date of birth _____

Witness Signature

Date

WITNESS NAME PRINTED

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