

PSIA/RMSIEF HOLD HARMLESS, RELEASE OF LIABILITY, INDEMNIFICATION AND AGREEMENT NOT TO SUE PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

1. I (“Participant”) agree and understand that participation in PSIA/RMSIEF certification exams, certification credit clinics, seminars, on-snow and off-snow training and education, and any other PSIA/RMSIEF seminars as a skier, ski and snowboard racer, ski and snowboard race participant, snowboarder, telemark skier, cross-country skier, freestyle skier or snowboarder in a half pipe or terrain park, adaptive skier or adaptive snowboarder and any related activities or instructor in any of the above listed activities are hazardous activities (hereinafter collectively termed “Activity”). Further, I recognize that there are many risks to the Activity that may cause injury or death including, but not limited to, changing weather and snow conditions, freezing temperatures man-made and natural obstacles, collisions with other skiers and vehicles such as snowmobiles and snowcats on the slopes, use of lifts and instruction, drills or exercises utilized by clinic leaders, use of ski equipment supplied by released parties and course conditions, including, but not limited to, weather and snow conditions, course construction or layout. I agree to freely and expressly assume and accept ANY AND ALL RISKS OF INJURY OR DEATH while participating in the Activity. Further, the Participant voluntarily elects to participate in the Activity.
2. I hereby assume all risks which may be associated with and/or result from my involvement in such Activity and hereby hold harmless, release, indemnify and defend PSIA-Rocky Mountain and Rocky Mountain Ski Instructors Educational Foundation, their subsidiaries, affiliates, and contractors their respective officers, directors, agents, servants and employees (hereinafter the released parties), 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 me while participating in the Activity, including, but not limited to, those injuries and damages caused by the negligence and/or breach of warranty, express or implied, on the part of the released parties.
3. By execution of this release, I also agree to indemnify the released parties 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 to other persons or property which I may cause as a result of engaging in this Activity.
4. If I am running gates on any courses, I agree with the premise that I am deemed a competitor at all times, whether practicing for or in competition. I agree that as a competitor, I will be provided an opportunity to conduct a reasonable visual inspection of the training or race course. I agree and understand that as a competitor, I 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 during any of the aforementioned activities.
5. I AGREE that any and ALL DISPUTES between myself and PSIA-RM and RMSIA arising from my participation in the Activity OR use of equipment provided by released parties, and INCLUDING any claims for personal injury and/or death, will be governed by Chapters Thirteen and Fourteen of White Mountain Apache Health and Safety Code and Chapters Three

and Four of the White Mountain Apache Judicial Code and, unless waived by the Court pursuant to Section 2.1 of the White Mountain Apache Judicial Code, exclusive jurisdiction thereof shall be in The Tribal Court of the White Mountain Apache Tribe. If so waived, exclusive jurisdiction thereof be in the Superior Court of the county where the alleged tort occurred or The District Court for the District of Arizona.

6. In the event any section of this release is found to be unenforceable, the remaining terms shall be fully enforceable.
7. This release shall be binding to the fullest extent permitted by law.
8. This release shall be binding upon my assignees, subrogors, distributees, heirs, devisees, next-of-kin, executors, personal representatives, and administrators and may be pled by the released parties as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the Participant/Purchaser/Renter/Competitor.

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

Executed this _____ day of _____, _____
Location _____

Signature of Participant/Competitor

Name of Participant:
(If Participant is under 18) Name of Participant: _____
Grade: _

Signature of Parent or Guardian: _____ Date: _____
(if participant is under 18 years of age)

Mailing Address: _____

Phone Number: _____