

Professional Ski Instructors of America® ("PSIA") and/or American Association of Snowboard
Instructors® ("AASI") - Rocky Mountain Division

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

"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. I the Undersigned (hereinafter "Participant") understands that skiing and snowboarding in their various forms, as well as preparation for and participation in, classes, clinics, events, races, competitions, instructing, and seminars and any related activities in alpine, nordic, freestyle, and disabled skiing and snowboarding (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 objects and structures, equipment failure, collisions with objects, structures, or other skiers/riders, instructor's choices of terrain and drills, and exceeding one's own abilities. I understand that **INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE OF THE ACTIVITIES**. I know and accept that the risk of **SEVERE INJURY** and even **DEATH** exists in all Activities. I also know and accept 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 the term "PSIA-AASI" shall be used to refer to all such persons and entities collectively and individually) does not and cannot guarantee my safety. I **FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES**, even if I follow the instructions or advice of PSIA-AASI while participating in the Activities. Nevertheless, I, agree to comply with and be bound by the following terms at all times while attending or participating in any PSIA-AASI event or program.

1. Participant hereby unconditionally forever **WAIVES AND RELEASES ANY AND ALL CLAIMS OF LEGAL LIABILITY AGAINST PSIA-AASI, AND AGREES TO DEFEND, INDEMNIFY AND HOLD PSIA-AASI HARMLESS FROM ANY AND ALL CLAIMS**, present or future, brought by Participant or Participant's 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 PSIA-AASI is involved in any way, due to any cause whatsoever, **INCLUDING ALL CLAIMS OF NEGLIGENCE, premises liability, and/or breach of express or implied warranty by PSIA-AASI**.
2. Participant authorizes PSIA-AASI to obtain medical care for, or to transport Participant to a medical facility or hospital if, in the opinion of PSIA-AASI, medical attention is required and Participant is unable to make such decisions for himself/herself. Participant agrees to pay all costs associated with such medical care and related transportation and shall defend, indemnify and hold PSIA-AASI harmless from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Participant 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, Participant agrees that all lawsuits for personal injury, death or property damage against PSIA-AASI must be brought in the state or federal courts of Colorado.

4. In the event 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 PSIA-AASI, 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.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING LIABILITY RELEASE AND INDEMNITY AGREEMENT, PARTICIPANT SIGNIFIES HIS/HER ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

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; As the parent or guardian of the minor child Participant named below, I hereby enter into each and every agreement, representation, waiver and liability release described above on behalf of myself, the Participant, and any other parent or guardian of the Participant, intending that they be binding on me, the Participant, and our respective heirs, executors, administrators and assigns. By my signature below I represent that I am the parent and/or the legal guardian of the Participant and have authority to and intend to waive and release the right of the Participant, and the right of any other parent or guardian of the Participant to maintain any claim or suit against PSIA-AASI arising out of the Participant's participation in any Activities involving PSIA-AASI in any way including claims or suits for **NEGLIGENCE**. I further agree to defend, indemnify and hold PSIAMS harmless from any claims from third parties arising from the minor Participants' participation in any Activities involving PSIA-AASI.

Parent or guardian's signature: _____

Printed name: _____ Date: _____

Participant's Name (Please Print): _____