

**UNITED STATES TELEMAR SKI ASSOCIATION
RELEASE AND INDEMNITY
– READ CAREFULLY BEFORE SIGNING –**

In consideration of training, competition, racing, coaching, teaching or volunteer assistance, I, the undersigned, and if I am under 18 years of age, my parent and I (hereinafter "I") agree to the following, whether for training, volunteering, or competition. This agreement is effective for all "Activities" for one year from the date signed.

1. I am aware that Telemark skiing, including but not limited to racing training, competitions, coaching, teaching and volunteering (hereafter "Activities"), is a hazardous sport involving the risk of injuries, property damage, or death. Terrain changes; falls; signs; rocks; trees; stumps; avalanche; ice; weather; snow conditions; bare spots; equipment failure; riding of ski lifts; collisions with others, objects, or equipment; failure to ski under control or within one's ability, or the **negligence of UNITED STATES TELEMAR SKI ASSOCIATION, owners and agents of the property at Activity sites; their officers, employees and agents (collectively hereafter " USTSA ")**, are some examples of the risks of the **Activities**. I expressly and contractually agree to accept all risks of the **Activities** including any **negligence of USTSA**.
2. **Release:** To the fullest extent allowed by law, I agree to fully release **USTSA** for any and all claims, injuries, death, damages, or loss arising from, caused by or resulting from my participation in the **Activities, any operations of USTSA, the negligence of USTSA**, products liability, breach of warranty, or any falls even if **USTSA was negligent**.
3. **Indemnity:** To the fullest extent allowed by law, I agree to indemnify and hold **USTSA** harmless for any claims arising from my participation in the **Activities**, medical bills, the operations of **USTSA**, product liability, breach of warranty, and from claims of others related to my participation in the **Activities** even if **USTSA was negligent**. My obligations include paying all attorneys' fees, costs, or judgments incurred by **USTSA** as a result of my obligations to indemnify or the breach of this Agreement.
4. **Miscellaneous:** I agree never to file a lawsuit against **USTSA** related to my participation in the **Activities**, medical bills, product liability, breach of warranty, or the operations of **USTSA** even if **USTSA was negligent**. I agree that any lawsuit filed against **USTSA** shall be filed in the Third District Court of Utah or the Federal Court for Utah. I agree that if any part of this Agreement is determined to be unenforceable, all other parts shall remain in effect and Utah law shall apply regardless of any choice of law. This Agreement is fully integrated and is binding upon my heirs and representatives.

I agree never to use any run, course or facility for any training, practice, coaching, teaching, volunteering or competition without first conducting my own visual inspection. I agree to follow all rules and procedures of the **Activities**, and to always wear and use appropriate ski and safety equipment.

I authorize **USTSA** to obtain medical care for, or transport me to a medical facility or hospital if, in the opinion of **USTSA**, medical attention is required and I am unable to make such a decision for myself. I agree to pay all costs associated with such medical care and related transportation without rights of subrogation. I further waive all confidentiality provisions under state or federal law concerning medical information. I irrevocably grant and agree that **USTSA** shall have the right to use, air, publish or reproduce photographs, video and/or pictures of my name, image and likeness for any lawful purpose.

Persons under the age of 18 ("minor") are required to have a parent (hereinafter "Parent") read and sign this Agreement. To the fullest extent allowed by law, the **Parent** individually and on behalf of the minor has read, understood, and expressly agrees to all of the terms of this Agreement. The **Parent** agrees and acknowledges **Parent's** and minor's express assumption of risk, release of liability, indemnity and covenants not to sue **USTSA**, including for negligence. The **Parent** releases all of their rights or claims including wrongful death damages and agrees to indemnify **USTSA** for any other parent's claims. The **Parent** is solely responsible to explain and enforce all rules and to undertake all duties and responsibilities to educate, control and protect the minor from all of the risks involved in the **Activities**. The **Parent** agrees to pay all medical bills incurred by the minor and waives all rights of subrogation against **USTSA**.

PARTICIPANT

Signature: _____ Date of Birth: _____
Printed Name: _____ Date Signed: _____
Applicant's Parent's Signature: _____ Date: _____
Parent's Name (Please Print): _____ Address: _____