Far West Division, National Ski Patrol

GENERAL RELEASE OF LIABILITY AND ASSUMPTION OF RISK FOR EVENT PARTICIPANTS

DO NOT MODIFY WITHOUT APPROVAL FROM FWD

This document (the "Release Form") constitutes your waiver, release and assumption of all risks for any and all claims against NSP and the Ski Area, and contains certain representations from you regarding your health and physical condition to participate in this Event, which NSP and the Ski Area rely on in allowing your participation.

The undersigned, [Print Name of Participant], who is at least 18 years of age [check ID and have Guardian sign if participant is under 18 years], desires to volunteer and participate (in any capacity) in the [Name of Course] ("Event"). The Event is for members, candidates and guests of the National Ski Patrol, Inc. ("NSP"), its local patrol [Name of Patrol] and its other affiliates or subdivisions (collectively "NSP") in cooperation with the host ski area known as [Name of Ski Area], and its officer, agents and employees (collectively "Ski Area") to learn, practice or be evaluated on skills and to gain training and knowledge relevant to various skiing sports and ski patrolling, and in some instances to attain classifications or recognition according to the educational and training guidelines of the NSP.

I am aware that Alpine skiing, Nordic skiing and snowboarding sports (collectively "Skiing"), in any of their forms, are **inherently dangerous activities** involving many **risks of injury to any and all parts of my body and even the risk of death**. These dangers can be caused or created by many factors, which include for example, but are not limited to, terrain (both on prepared or groomed ski runs and off designated ski runs on areas not prepared, maintained or groomed), weather, natural obstacles, man-made obstacles, human error, variable snow conditions, avalanches, ski lifts, on-mountain vehicles, and other members of the public. I understand that injuries or even death from Skiing are known and recognized occurrences from participation in the sport, and **I freely accept and assume all risks of injury or death that might result of my participation in Skiing or this Event**.

I am also aware that the activity known as **Ski Patrolling may increase the inherent risks of Skiing to me both as a participant and as an observer.** Ski Patrollers voluntarily provide aid to injured or incapacitated persons in the outdoor environment and engage in other tasks and activities to assist the Ski Area and to help make Skiing safer and more enjoyable for the public ("Ski Patrol Activities"). Ski Patrol Activities may occur under circumstances where the activity or task is dangerous to me. Training for Ski Patrol Activities is also inherently dangerous and may also increase the risks of Skiing for me. I will be asked by NSP or the Ski Area to demonstrate Ski Patrol Activities through the performance of various tasks and skills, the use of various equipment and devices, and all under various conditions according to NSP educational guidelines and Ski Area procedures.

The members of the NSP and the employees of the Ski Area are not professional instructors in Ski Patrol Activities. Individual members of the NSP or persons assisting them may offer advice regarding Ski Patrol Activities based upon their training, background and experience. I represent that **I will use my own judgment** when demonstrating the requested Skiing or Ski Patrol Activities. I will also **rely solely on my judgment** regarding my personal safety and ability with regard to the terrain, circumstances and conditions in which I am asked to demonstrate or

perform Skiing or Ski Patrol Activities by NSP or the Ski Area. I also clearly understand that, at any time during Skiing or Ski Patrol Activities, **I should and am expected to decline to perform any Skiing or Ski Patrol Activities, if and when I believe that I may be in an unsafe situation or subject to possible injury or death if I proceed**.

By signing this document, I hereby certify and represent that I am in good health, in good physically condition and capable of performing Ski Patrol Activities. I have disclosed to the leaders of this Event all known physical or psychological limitations that would prevent my full participation in NSP, Skiing and Ski Patrol Activities or increase the risk of injury or death to me or to other participants in this Event.

I acknowledge that NSP and Ski Area strongly urge me to have my own medical and disability insurance to pay for any and all of my expenses and losses if I am injured during the Event. I understand that NSP and Ski Area do not provide any medical or other insurance for me if I am injured, disabled, or if my death occurs during this Event.

As a requirement of participating in the Event and in consideration of the opportunity to participate in this Event, **I voluntarily and expressly waive, release and forever discharge my rights, if any, to make any claims, suits, or demands for money, damages, costs, expenses, reimbursements or indemnity, of any kind or nature whatsoever, against NSP or the Ski Area, whether in law or equity, in any state or federal court or other forum, which I may currently have or may have in the future, arising out of or connected in any way with the Event, Skiing and Ski Patrol Activities for injuries, death or damages, caused by any active or passive negligence of NSP or the Ski Area (collectively "Claims"). I knowingly and willingly assume all risks associated with my participation in this Event, Skiing and Ski Patrol Activities**.

I understand, on behalf of myself, my family and my legal heirs and representatives, and anyone claiming by or through me, that by signing this document I am waiving my legal rights, for myself and my family and heirs, to make any Claim, or to sue and/or to recover for my injury or death that may be related to my participation in the Event, Skiing or Ski Patrol Activities. This Release shall be governed by the laws of the State of[Insert Name of State Where Event Occurs]. If any part of this Release is determined by a Court to be void or unenforceable, all other parts shall remain in full force and effect.

_____ _____

Date Signature

_____

Print Name, Address and Telephone number

NSP Registration Number:_____

Witnessed by: (Course Instructor or Representative)

_____

Signature and NSP Registration Number

_____

Print Name

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