

# TAS Waiver of Liability & Release 2011-2012

**THIS IS A WAIVER OF CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY BEFORE SIGNING.**

This Agreement is made and entered into on the date set forth below by and between the undersigned athlete and such athlete's parent or guardian (hereinafter collectively "Athlete") for and in favor of the Team Alpental Ski Education Foundation (hereinafter TAS), *Ski Lifts, Inc., DBA The Summit at Snoqualmie*®, its parent, subsidiary and affiliated companies, the U.S. Government-U.S. Forest Service, their respective agents, officers, directors, owners, contractors, volunteers, employees, insurers, and real and personal property owners, as well as equipment manufacturers and distributors, and all event sponsors (hereinafter "Resort Releases").

WHEREAS, Athlete desires to participate in TAS training, competition, transportation or activities related to TAS sanctioned, sponsored or conducted competitions;

NOW, THEREFORE, in consideration of TAS' agreement to provide use of equipment, facilities, training, transportation, competition or activities related to TAS, Athlete hereby warrants, represents and agrees as follows:

**1. \_\_\_\_\_(Initials) SKI RACING IS INHERENTLY DANGEROUS.** Athlete acknowledges and agrees that ski racing is an inherently hazardous and risky activity and that participants are **LIKELY** to be injured if they participate. Injuries include (but are not limited to) torn knees, damaged wrists and shoulders, broken legs and arms, spinal injuries, brain trauma, and even death. Athlete understands and agrees that by participating in any type or form of TAS training, competition, transportation or related activities, Athlete is placing his/her life and health at serious risk. Athlete understands and agrees that **the risks to Athlete's life and health as a result of participating in TAS training, competition, transportation or related activities may exist in all places, at all times, and in all activities.** Athlete acknowledges and agrees that safety equipment, proficiency checks, supervision, enforcement of rules, and close and careful adherence to instructions from coaches, officials and other TAS representatives will not reduce or eliminate the risks to Athlete's health and safety. **ATHLETE FREELY ACCEPTS AND FULLY ASSUMES THE RISK THAT HE/SHE CAN GET HURT AND/OR CAN DIE**, even if Athlete follows the instructions, rules and advice of TAS.

**2. \_\_\_\_\_(Initials) ATHLETE EXPRESSLY RELIEVES TAS AND RESORT RELEASEES FROM ANY DUTY TO PROTECT HIM/HER FROM HARM OF ANY KIND**, and agrees that even if TAS chooses to implement safety procedures, such actions shall not alter the fact that TAS has no duty to protect Athlete. Notwithstanding contrary advice from TAS, Athlete agrees that Athlete is solely and exclusively responsible for: (i) selecting appropriate equipment and keeping it tuned and adjusted appropriately; (ii) inspecting race courses, and navigating them in a safe a prudent manner; and (iii) assuring that Athlete is safely transported to and from training, competition and related activities.

**3. \_\_\_\_\_(Initials) ATHLETE HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS** that Athlete or his/her heirs have or may have in the future against TAS OR Resort Releases for any loss, damage, cost, expense, injury or death, suffered from or in connection with Athlete's participation in any type of TAS training, competition, transportation or related activity or program, due to any cause whatsoever, **INCLUDING NEGLIGENCE ON THE PART OF TAS.**

**4. \_\_\_\_\_(Initials) Athlete** understands that portions of this Agreement may be unenforceable under the laws of certain states, and it is Athlete's intention that this Agreement be fully enforced as written. Athlete hereby agrees that **ANY DISPUTE ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH ATHLETE'S PARTICIPATION IN ANY TAS ACTIVITY MAY NOT BE PURSUED IN ANY COURT OTHER THAN THE STATE AND FEDERAL COURTS SITUATED WITHIN THE STATE OF WASHINGTON**, and that **COLORADO LAW SHALL GOVERN EXCLUSIVELY IN ANY SUCH DISPUTE.**

**5. \_\_\_\_\_(Initials)** In the event that any provision herein, or any other contract between Athlete and TAS, which was intended to exculpate TAS from any liability is found by any court to be unenforceable for any reason, Athlete hereby agrees to **DEFEND, INDEMNIFY, AND HOLD HARMLESS** TAS and Resort Releases from any and all liability arising from participation in any TAS activity.

By his/her signature below, **ATHLETE CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT**, and agrees in full with its terms, intend that it be binding on Athlete, his/her heirs, executors, administrators and assigns, and that it remain in full force and effect for as long as Athlete participates in TAS training, competition, transportation and related programs and activities without independent medical and accident insurance.

**6. \_\_\_\_\_(Initials).** In addition to the above, Athlete agrees to Release, Forever Discharge, Defend, Indemnify, and Hold Harmless TAS and Resort Releases of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind related in any way to Resort Releases' and TAS' operations or the errors or omissions of TAS and Resort Releases, its agents, subcontractors, volunteers, or any other person directly or indirectly employed by them, or any of them, while engaged in any activity associated with this Agreement, whether contractually or otherwise

## Athlete

Signature: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Printed name: \_\_\_\_\_ Date Signed: \_\_\_\_\_

## Parent or Guardian of Athlete

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_ Date Signed: \_\_\_\_\_