

**VISITING PARTICIPANT WAIVER
Mt. Hood Ski Education Foundation
ASSUMPTION OF RISK AND RELEASE OF LIABILITY – READ CAREFULLY BEFORE SIGNING**

I understand that skiing and snowboarding in their various forms, as well as preparation for, participation in, coaching, volunteering, officiating and related activities in alpine, nordic, freestyle, adaptive, and snowboarding competitions and clinics (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 obstacles and structures, equipment failure, collisions with objects or structures, being struck by skiers/riders or equipment, and exceeding one's own abilities. I further understand that ski and snowboard training and competition may be more hazardous than recreational skiing and snowboarding. I understand that **INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities**. I know that the risk of **SEVERE INJURY** and even **DEATH** exists in all training and competition locations and activities, including free skiing and riding. I also know that personal training, coaching, instruction, supervision by the Mt. Hood Ski Education Foundation and its officers, directors, volunteers, employees, contractors, member coaches, member officials, together with affiliated entities involved in the conduct of the Activities (including but not limited to Mt. Hood Race Team and Academy and U.S. Ski and Snowboard Association), competition organizers, race officials, volunteers and visiting participants, sponsors, and ski and snowboard facility operators) (hereinafter the term "MHSEF" shall be used to refer to all such persons and entities collectively) do not and cannot guarantee my safety.

With full knowledge and understanding of the **RISK OF SEVERE INJURY AND DEATH** involved in ski and snowboard training and competition, 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 USSA.

In consideration of MHSEF's acceptance of my participation, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter "Visiting participant") agrees to comply with and be bound by the following terms at all times, whether training or practicing for competition, or in competition.

1. Visiting participant hereby unconditionally **WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY MHSEF OF AND FROM ANY CLAIMS**, present or future, including any loss, damage, expense, or injury (including **DEATH**), suffered by any person and arising from Visiting participant's participation in any Activities in which MHSEF is involved in any way, due to any cause whatsoever, **INCLUDING NEGLIGENCE** and/or breach of express or implied warranty on the part of MHSEF.
2. Visiting participant hereby **RELIEVES MHSEF OF ANY DUTY TO PROTECT VISITING PARTICIPANT FROM HARM** in connection with any Activities in which MHSEF is involved in any way.
3. Visiting participant authorizes MHSEF to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of MHSEF, medical attention is required and visiting participant is unable to make such decisions for himself/herself. Visiting participant agrees to pay all costs associated with such medical care and related transportation and shall **DEFEND, INDEMNIFY AND HOLD HARMLESS** MHSEF of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Visiting participant also authorizes disclosure of protected medical information necessary to provide, coordinate or manage visiting participant's healthcare consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law.
4. Visiting participant agrees never to utilize any run, course or facility for any training, practice or competition without first conducting his/her own thorough visual inspection of the run, course or facility.
5. This Agreement shall be construed in accordance with, and governed by the substantive laws of the State of Oregon, without reference to principles governing choice or conflicts of laws. In addition, Visiting participant agrees that all lawsuits for personal injury or related loss against MHSEF must be maintained in state courts sitting in Clackamas County, Oregon or federal district courts sitting in the District of Oregon and Visiting participant consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable.

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

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|---|----------------------|
| VISITING PARTICIPANT (If 18 or over) | |
| Signature: _____ | Date of Birth: _____ |
| Printed name: _____ | Date Signed: _____ |

SIGNATURE OF PARENT OR GUARDIAN REQUIRED FOR VISITING PARTICIPANTS UNDER THE AGE OF 18

As the parent or guardian of the minor child Visiting participant named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the Visiting participant, and any other parent or guardian of the Visiting participant, intending that they be binding on me, the Visiting participant, and our respective heirs, executors, administrators and assigns. By affixing my signature below I represent that I intend to give up my right, the right of the Visiting participant, and the right of any other parent or guardian to maintain any claim or suit against MHSEF arising out of the Visiting participant's participation in any Activities involving MHSEF in any way. I further agree to hold harmless, defend, and indemnify MHSEF of and from any claims from third parties arising from the minor child Visiting participants' participation in any activities affiliated with MHSEF.

Parent or guardian's signature _____

Printed name _____ Date Signed: _____