



PSIA-AASI NRM

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

Northern Rocky Mountain Division

and

PSIA-NRM Educational Foundation



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

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR RIGHT TO A JURY TRIAL TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM THE INHERENT RISKS IN THE SPORT OR RECREATIONAL OPPORTUNITY OR FOR ANY INJURIES OR DAMAGES YOU MAY SUFFER DUE TO THE PROVIDER'S ORDINARY NEGLIGENCE THAT ARE THE RESULT OF THE PROVIDER'S FAILURE TO EXERCISE REASONABLE CARE.

I understand that skiing and snowboarding in their various forms, as well as preparation for and participation in, classes and seminars and 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, and exceeding one's own abilities. I further 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 these Activities. I also know and accept that training, coaching, instruction, and supervision by the American Snowsports Education Association, Inc., the ASEA Education Foundation, their affiliated ski and snowboard facility operators, and their divisions, subsidiaries, affiliates, officers, directors, volunteers, Participants, employees, contractors and agents (hereinafter the term "PSIA-AASI" shall be used to refer to all such persons and entities collectively "The Provider") 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. Nevertheless, I, the undersigned (hereinafter "Participant") 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.

- Participant hereby unconditionally **WAIVES AND RELEASES ANY AND ALL CLAIMS OF LEGAL LIABILITY AGAINST PSIA-AASI and PSIA-NRM AND AGREES TO DEFEND, INDEMNIFY AND HOLD PSIA-AASI and PSIA-NRM HARMLESS FROM ANY CLAIMS**, present or future, brought by Participant or Participant's heirs, executors, administrators or assigns, **FOR ANY LOSS, DAMAGE, EXPENSE, OR INJURY INCLUDING DEATH**, suffered by Participant in any Activities in which PSIA-AASI is involved in any way, due to any cause whatsoever, **INCLUDING CLAIMS OF NEGLIGENCE** and/ or breach of express or implied warranty by PSIA-AASI.
- Participant authorizes PSIA-NRM to obtain medical care for, or to transport Participant to a medical facility or hospital if, in the opinion of PSIA-NRM, 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-NRM 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.
- This Agreement shall be construed in accordance with, and governed by the substantive laws of the State of Montana, 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 and/or PSIA-NRM must be brought in the state or federal courts of Montana.
- In the event any part of this Liability Release is found to be unenforceable, the remaining terms shall be given full force and effect to the greatest extent allowed by law.

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 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 PSIAAASI harm- less from any claims from third parties arising from the minor child Participants' participation in any Activities involving PSIA-AASI.

Parent or guardian's signature _____

Printed name _____ Date _____

Participant's Name (Please Print) _____