

PARK CITY SKI TEAM

HIGH PERFORMANCE TRAINING CENTER

ASSUMPTION OF RISK, WAIVER OF LIABILITY & INDEMNIFICATION AGREEMENT

In addition to the Enrollment Agreement, this Assumption of Risk, Waiver of Liability and Indemnification Agreement (“Agreement”) must be completed in order to participate in programs associated with the Park City Ski Team’s High Performance Training Center.

Participant’s Name: _____

Participant’s Address: _____

I, the undersigned, am either the Participant named above or the Parent and/or Legal Guardian (“Parent/Guardian”) of the minor Participant named above. I am familiar with the Park City Ski Team’s strength and conditioning programs scheduled to take place at the High Performance Training Center. I authorize Participant to participate in these programs. In consideration for participating in these programs which are intended to benefit Participant, I agree to the following:

ASSUMPTION OF RISK

Participant or Parent/Guardian understands and acknowledges that participation in strength and conditioning programs can include foreseeable and unforeseeable risks and other hazards inherent in these types of programs which may expose the Participant to illness, injury or death. Participant or Parent/Guardian freely and voluntarily participates or allows participation in these programs with the knowledge of the danger involved and hereby agrees to assume and accept any and all risk of injury or death.

WAIVER, RELEASE & INDEMNIFICATION

Participant or Parent/Guardian agrees to release, waive, covenant not to sue, indemnify and hold harmless the Park City Ski Team’s (PCST) and the Park City Ski Education Foundation’s (PCSEF) officers, trustees, employees and agents (collectively the “Releasees”) from any and all liability, claims, demands, actions and causes of actions whatsoever arising out of or related to any loss, damage, injury, including death, that may be sustained by Participant or loss or damage to any property belonging to Participant arising out of or related to participation in the strength and conditioning programs. Participant or Parent/Guardian understands and acknowledges that the Releasees assume no liability for personal injuries or property damage to Participant or to third persons arising out of Participant’s participation in these programs.

GENERAL PROVISIONS

Participant or Parent/Guardian agrees that this Agreement has been entered into in the State of Utah and shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the State of Utah.

Participant warrants that he/she does not have any known medical conditions that would prevent participation in the PCST's strength and conditioning programs or which create unacceptable risk of harm to Participant or others.

Participant warrants that he/she has adequate health insurance to cover the costs of treatment in the event of any injury or illness.

Participant agrees to pay any attorneys' fees or costs incurred by the PCST/PCSEF in enforcing this Agreement.

Participant agrees that if any portion of this Agreement is held invalid by a court of law, that the remainder of this Agreement shall, notwithstanding, continue in full force and effect.

PARTICIPANT OR PARENT/GUARDIAN IS AWARE THAT THIS AN ASSUMPTION OF RISK, WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT BETWEEN PARTICIPANT OR PARENT/GUARDIAN AND RELEASEES. PARTICIPANT OR PARENT/GUARDIAN HAS CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTANDS ITS CONTENT AND SIGNS IT OF HIS OR HER OWN FREE WILL.

___ I am signing this Agreement for myself as a Participant. I acknowledge that I am eighteen (18) years of age and that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs or personal representatives.

Signature of Participant

Date

___ I am signing this Agreement on behalf of a minor Participant. I acknowledge that I am the Parent/Guardian of the minor Participant and that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs or personal representatives and the heirs and personal representatives of Participant.

Signature of Participant

Date