

ATHLETE'S DECLARATION AND RELEASE FOR REGION 1, CENTRAL USSA

1. Identification of Risk

I, the undersigned, am fully aware and conscious of the dangers involved in the performance of alpine skiing and for instance, of the dangers due to gravitational forces, be it during training runs or be it during actual competition. I recognize that there is a risk in reaching excellent results which requires me to stretch my personal physical capacities to the absolute limits. I know and accept that, by engaging in a competitive sport like this, personal property might be exposed to serious damage - be it my own or the property of a third party. Furthermore, I know and accept that by participating, I may expose myself or a third party to serious bodily harm or even death.

Furthermore, I know and accept that the above mentioned dangers may include environmental circumstances, technical equipment, atmospheric influences or natural or manmade hazards inside the competition and training areas. I know and accept that these dangers may affect anyone within the competition or training areas whether authorized or not.

I am aware that certain movements cannot always be anticipated or controlled and therefore cannot be avoided or prevented by safety equipment.

2. Acknowledgement and Assumption of Risk

I declare that, whenever I participate in an alpine ski training session or race, I voluntarily assume all dangers and risks. I am aware of these dangers and risks whenever I sign up for a race. If I have any concerns or objections, I may refuse to participate.

I agree to be bound by all rules as defined by Region 1 of the Central Division of the United States Ski Association ("Region I CUSSA"). I agree to examine the race site thoroughly and to check the safety measures completely and in person. I agree to report any concerns that I may have and to make suggestions for improvement to the person in charge either personally or through my coach prior to the start of the race. I understand that I have a duty to report any concerns concerning the safety of the race sites and that my failure to report these concerns shall constitute a waiver of any claim based thereon.

3. Release of Liability

In consideration of acceptance of my registration and after reading paragraphs 1 and 2 above, I release Region I, CUSSA, and all their agents and employees from any and all claims, liabilities, or costs which arise out of my travel to or from and my participation in alpine ski racing and all related activities.

4. Personal Liability

I agree that I may be personally liable to third parties for damages arising from bodily injuries or property damage they have suffered as a result of my participating in alpine ski racing. I assume total responsibility for the equipment I use during the race and I agree it is not the responsibility of Region I, CUSSA to inspect or supervise this equipment.

Region I, CUSSA is not responsible for lost or stolen belongings brought by me to any race.

5. Dispute Resolution

I agree that, prior to commencing a claim in any court of competent jurisdiction, to submit my claim to a tribunal of one or three members constituted in accordance with the Statutes and Regulations of the Court of Arbitration for Sport (CAS). The procedure shall be conducted in accordance with the said Statute and its Regulation and to accept in good faith any award rendered. The law of the State of Minnesota shall apply. I specifically agree that any compensation awarded to me by personal insurer or, by any insurance contracted for on my behalf, will be set-off against any sum received by me by way of settlement, from an Arbitral Tribunal or from a court of competent jurisdiction.

I intend that this declaration will be binding upon any relatives, personal representatives, heirs, beneficiaries, next-of-kin or assigns who might pursue any legal action or claim on my behalf.

I have read the above declaration and sign it voluntarily.

Signature of Racer

Printed Name of Racer

Date

FOR ATHLETES OF MINORITY AGE:

This is to certify that, as parent/guardian of this participant, I do consent to his/her agreement to be bound by each of the terms and conditions identified above.

Relationship to Racer

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Date