



EMAIL: info@teamparkcityunited.com PHONE: (435) 655-5366 FAX: (435) 608-6415
 MAILING ADDRESS: TEAM PARK CITY UNITED, P.O. Box 2220, Park City, UT 84060

MEMBERSHIP WAIVER

ATHLETE INFORMATION

Athlete Name _____ Male ___ Female ___ Date of Birth ____ / ____ / ____
 Mailing Address _____ City _____ State _____ Zip _____
 Athlete Email _____ Athlete Cell Phone _____ Grade _____

MOTHER'S INFORMATION

Name: _____
 Address (if different): _____
 Email: _____
 Cell Phone: _____ Home Phone: _____

FATHER'S INFORMATION

Name: _____
 Address (if different): _____
 Email: _____
 Cell Phone: _____ Home Phone: _____

EMERGENCY CONTACT-*must be someone other than parents*

Name _____ Relationship to Athlete _____
 Cell Phone _____ Home/Work or Other Phone _____

PHOTO RELEASE

I give my permission to Team Park City United (TPCU) to take photographs and use photos and/or other digital reproductions for publication purposes, whether electronic, print, digital or electronic publishing via the Internet for promotional purposes.

MEDICAL RELEASE

Medical insurance is required to participate in all Team Park City United (TPCU) activities. In case of emergency, I hereby authorize TPCU coaches or officials to assume any and all medical responsibility of me or my minor child. I authorize TPCU to obtain medical care for, or transportation to, a medical facility or hospital if, in the opinion of TPCU, medical attention is required and I or my child are unable to make decisions. I agree to pay all costs associated with such medical care and related transportation and shall defend, indemnify and hold harmless TPCU of or from the consequences of such decision and from any such costs incurred relating to the provision of medical care. I understand that no insurance coverage is provided by TPCU.

SIGNATURE Athlete or Parent/Guardian (if athlete under 18) _____ **Date** _____

Insurance Co. _____ Policy # _____ Group # _____
 Insurance Co Phone # _____ Athlete Allergies _____

Acknowledgement of Risk

I understand that skiing/snowboarding and ski/snowboard competition are potentially hazardous activities that may subject me or my minor child to the risk of severe injury, including death, even if the advice and instructions of Team Park City United (TPCU) are followed. I fully acknowledge and voluntarily accept these risks. Any injuries or loss of property that may occur while under supervision of TPCU are not the responsibility of TPCU or its coaches or officials. I unconditionally waive and release any and all claims and agree to hold harmless, defend and indemnify TPCU from any claims, present and future, to me or my property, or to any other person or property, for any loss, damage, expense or injury (including death), suffered by any person from or in connection with my or my minor child's participation in any activities in which TPCU is involved in any way, due to any cause whatsoever, including negligence and/or breach of express or implied warranty on the part of TPCU.

SIGNATURE Athlete or Parent/Guardian (if athlete under 18) _____ **Date** _____

WINTER 2014-2015 PROGRAMS REGISTRATION

PHONE: (435) 655-5366 / FAX: (435) 608-6415



info@teamparkcityunited.com

NAME : _____ ATHLETE: _____

BILLING ADDRESS: _____ ZIP: _____

Card #: _____

Exp _____ CVV: _____

EMAIL: _____

Make check, payable to
Team Park City United
P.O. Box 2220
Park City, UT 84060

COMPETITIVE PROGRAMS - Circle your area of interest

FREESKIING - FULL TIME COMPETITIVE (includes Team Additions): 11/25-3/22 - 6 DAYS / WEEK FULL TIME	COST: \$4300 \$ _____
MOGULS * BIG MTN. - FULL TIME COMPETITIVE (includes Team Additions): 11/25-3/22 - 5 DAYS / WEEK FULL TIME	COST: \$3900 \$ _____
FREESKIING * BIG MTN. - PART TIME COMPETITIVE (includes 1 Team Addition): 11/25-3/22 - 4 DAYS/WEEK FULL TIME	COST: \$3100 \$ _____
FREESKIING * MOGULS * BIG MTN. - NIGHTS & WEEKEND COMPETITIVE (includes 1 Team Addition): 12/13-3/22 - NIGHTS + WEEKENDS UOP T/TH or UOP W/F or PCMR W/F	COST: \$2700 \$ _____
FREESKIING * BIG MOUNTAIN - WEEKDAY 3 AFTERNOON COMPETITIVE (includes 1 Team Addition): 11/25-3/22 - 2 NIGHTS + 3 AFTERNOONS UOP T/TH or UOP W/F or PCMR W/F	COST: \$2000 \$ _____

DEVELOPMENT PROGRAMS - Additional coaching fee required for weekday and/or out of town competitions.

FREESKIING * MOGULS * BIG MOUNTAIN - WEEKEND 2 DAY: 12/13-3/22 - WEEKENDS	COST: \$1900 \$ _____
FREESKIING * MOGULS * BIG MOUNTAIN - WEEKEND 1 DAY: 12/13-3/22 - SATURDAYS or SUNDAYS	COST: \$1400 \$ _____

TEAM ADDITIONS - Optional add on purchases for Development Programs above

1. UOP NIGHT SKIING 1 12/16-3/19 - TUESDAY/THURSDAY	COST: \$300 \$ _____
2. UOP NIGHT SKIING 2 12/17-3/20 - WEDNESDAY/FRIDAY	COST: \$300 \$ _____
3. PCMR NIGHT SKIING 12/26-3/20 - WEDNESDAY/FRIDAY	COST: \$300 \$ _____
4. FRIDAY AFTER SCHOOL 12/19-3/20 - FRIDAY - 2:00-5:00	COST: \$250 \$ _____
NIGHT SKIING ONLY: (choose any one of these choices in this box as a stand alone program for \$700) 12/16-3/20 - UOP T/TH or UOP W/F or PCMR W/F	COST: \$700 \$ _____

TEAM ROOM LOCKERS - Lease is from November 1, 2014 - April 30, 2015

1. LARGE LOCKER (22"wide x 16"deep)	COST: \$200 \$ _____
2. STANDARD LOCKER (17"wide x 12"deep)	COST: \$100 \$ _____

TAX DEDUCTIBLE CONTRIBUTION - TEAM PARK CITY UNITED, a non-profit organization (optional) \$ _____
TAX DEDUCTIBLE CONTRIBUTION TO Bjorn Thorsen Memorial Scholarship (optional) \$ _____

TOTAL AMOUNT PAID: \$ _____

Cancellation Policy: 17 days prior 100% refund, 11-16 days prior 50% refund, 10 days or less prior NO refund



CONCUSSION POLICY

Any Team Park City United athlete under the age of 18 years that is suspected of having sustained a concussion must be removed immediately from participation in all Axis Freeride programs. The minor athlete will be prohibited from further participation until evaluated and cleared to return in writing by a qualified health care provider trained in the evaluation and management of concussive head injuries. The health care professional must certify to Axis Freeride in the return letter that he/she has successfully completed a continuing education course in the evaluation and management of concussive head injuries within three years of the day on which the written statement is made.

Team Park City United will provide names of recommended, qualified health care providers upon request.

About Concussion: A concussion is a type of traumatic brain injury (TBI) caused by a bump, blow or jolt to the head. Concussions can also occur from a fall or a blow to the body that causes the head and brain to move quickly back and forth. Doctors may describe a concussion as a “mild” brain injury because concussions are usually not life-threatening. Even so, their effects may be serious.

Risk of Continued Participation: A repeat concussion that occurs before the brain recovers from the first, usually within a short period of time (hours, days, or weeks), can slow recovery or increase the likelihood of having long-term problems. In rare cases, repeat concussions can result in edema (brain swelling), permanent brain damage, and even death.

Team Park City United recommends thorough reading of the Center for Disease Control’s resources on concussion awareness at the following link:

http://cdc.gov/concussion/HeadsUp/online_training.html

I have carefully read the foregoing and understand it to be a legally binding release and indemnity agreement and agree to follow the rules outlined.

Athlete or Parent/Guardian signature (if under 18): _____ Date: _____

Athlete (print): _____ Parent/Guardian (print): _____

Team Park City United

Code of Conduct/Policies and Procedures

The following applies to Athletes, Parents and Coaches:

As an athlete training with Team Park City United (The Team), you and The Team have entered into a partnership whereby you have become a representative of Team Park City United. We have a responsibility to provide you with the very best in coaching and training related services. In turn, we ask that you consider how your conduct, as a member of The Team will impact yourself, your teammates, coaches and all of our Venue Partners (including but not limited to Black Diamond Gym, Canyons, Center of Excellence, High Performance Center, Park City Mountain Resort and Utah Olympic Park).

It is not the intent of The Team to dictate what an individual's Lifestyle should be. The following guidelines are based on conduct necessary to protect the training environment, as well as, the reputations of The Team, the sport governing bodies, Venue Partners, associations, and the athletes participating in the program. Non-compliance with the terms of the agreement may result in a disciplinary process with due acknowledgement of the rights of the individual, The Team and all of its partners.

- **Behavior**
 - It is expected that athletes, coaches, parents and staff all behave in a manner that is respectful to others, both in and outside of The Team.
 - Behavior that does not convey respect to others will not be tolerated, including online.
 - Maintain serious commitment to personal development, as an athlete and as an individual.
 - Observe all safety instructions on training sites and when traveling.
 - Know and follow the "Skier Responsibility Code."
- **Fair Play and Respect in Athletics**
 - The Team requests and requires sportsmanship, respect for the rights, dignity and status of others.
- **Physical, Mental or Sexual Harassment or Abuse**
 - The Team prohibits any disruptive or coercive conduct or reckless or deliberate harm or injury, whether mental, physical or sexual to another person in or out of The Team.
- **Damage to Property**
 - The use of the Venue Partners and/or other accommodations and facilities is a privilege, and as such, deserves respect.
 - Any action that causes damage will not be tolerated and will be the responsibility of the individual at fault to repair.
- **Drugs/Alcohol**
 - Drugs/Alcohol are not tolerated at any time around The Team and its activities.
 - The possession and/or use of alcohol by a minor during training, traveling or competition could result in immediate expulsion from The Team.
 - The Team discourages any smoking or use of tobacco.

Please note that the coach will be responsible for disciplining athletes for minor infractions of the Code of Conduct. They will also provide written notification of major infractions. In exercising the foregoing responsibilities, coaches and team leaders are encouraged in most situations where minor infractions have occurred to deal with situations personally, and with compassion more to help and correct than to punish.

Every effort should be made to resolve infractions informally before imposing or recommending sanctions.

Any athlete who willfully ignores or fails to comply with the responsibilities outlined above will be subject to disciplinary action as determined by The Team Disciplinary Committee. The Committee will consist of the coach, Executive Director and the athlete and their parents (if under 18).

Offenses, which merit a Verbal Warning (including but not limited to)

- Willful disobedience:
Disruptive behavior, Vulgarity or profanity, Disrespectful behavior towards others, Lying to a coach or staff member, Unsportsmanlike conduct – throwing helmet, etc.
- Violation of Venue Partner rules and regulations
- Vandalism
- Inappropriate behavior
- Physical/verbal violations towards others, including:
Fighting, Hazing, Verbal threats, Sexual harassment
- Failure to uphold the ideals of proper sportsmanship

Verbal Warning Disciplinary Action

First Offense – 1st Verbal Warning Issued

- Conference with coach/noted verbal warning placed in athlete's file.
- Parents notified (if under 18) and plans made to correct behavior.
- Possible suspension depending on severity of the infraction.

Offenses, which merit a Written Warning (including but not limited to)

- Repeat or severe contravention of offenses
- Conviction of a misdemeanor or a felony
- Possession of banned or illegal substances
- If under the legal age: *In the possession of alcohol or tobacco*
- Theft of personal or public property, tampering with others equipment
- Malicious damage of Venue Partners, other organizations' property and other people's property

Disciplinary Action for a Written Warning

First Written Warning Issued

- Written documentation of warning put in athlete's file.
- Immediate notification of parents (if under 18).
- Immediate suspension from all program activities (not to exceed one week) and probation of up to six months.
- A plan set up with the Axis Freeride coaches to correct the situation.

Second Written Warning Issued

- Written documentation of warning put in athlete's file.
- Immediate notification of parents (if under 18).
- Immediate suspension from all program activities (not to exceed one month) and probation for up to one year.

Third Written Warning Issued

- Removal from the program for an indefinite period to be reviewed no sooner than six months after the suspension starts.

Any athlete that is removed from the program for the year will receive no refund of program or other fees.

Acknowledgment

I have carefully read and understand The Team Code of Conduct and Policies and Procedures. I fully understand what The Team expects from me in regards to the Specific Principles of Conduct and Rules. I agree to abide by these principles and the rules and disciplinary policy. I will also abide by the rules and requirements that are conveyed to me by authorized The Team Officials and Coaching Staff throughout the winter season. I understand that the violations of the principles and rules could jeopardize my eligibility as a member of The Team. I will at all times attempt to adhere to the spirit of this document. I will always be courteous and respectful to members of The Team and all of its partners.

I AGREE TO ABIDE BY THE RULES AND RESTRICTIONS STATED BY TEAM PARK CITY UNITED CODE OF CONDUCT and POLICIES AND PROCEDURES.

Athlete's Name: _____
Please Print Name Date

Athlete's Signature: _____

Date: _____

Parents are held to the same standard listed in the code of conduct above. We recognize that Parents are adults but they must be responsible adults and if they are engaged in any activities that are disruptive to The Team we will enforce this document.

Parent's Name (if under 18) _____
Please Print Name Date

Parent's Signature: _____

Date: _____

The Team Staff: _____
Please Print Name Date

Signature: _____

Date: _____



TEAM PARK CITY UNITED VOLUNTEER PROGRAM

Team Park City United is a non-profit and operates with a small staff. To ensure we are successful, TPCU requires all families participate in the Volunteer Program. Volunteer jobs will be posted for online sign up.

When volunteer opportunities are available, you will be notified by email and directed to our Volunteer Sign Up. All hours must be completed or committed to by March 1, 2015. A fee of \$25 per hour will be charged to you for any hours not fulfilled.

Required hours are based on programs below. If you have multiple athletes from your family on the team, the athlete with the highest program is what your requirement is.

Full Time Competitive	12 hours
Part Time Competitive	12 hours
Nights & Weekend Competitive	8 hours
Weekday 3 Afternoon Competitive	8 hours
Weekend 2 Day	8 hours
Weekend 1 Day	8 hours
Night Skiing Only	4 hours

We are also open to other ways to fulfill volunteer hours such as ways your family or business can help TPCU, help with fundraising, in-kind donations of items we need, etc. We may not realize what you have to offer that we need. For approval of alternative ways to volunteer/contribute, please contact Mary at mary@teamparkcityunited.com

If you would like to forgo working volunteer hours and pay upfront:

_____ hours x \$25 = _____

Please provide payment information if on March 1, 2015 hours are not fulfilled or committed to:

Card # _____ exp _____ CVV _____ Billing zip code _____

Name on card _____

I understand the importance of the team volunteer hours and agree to participate in this program for the benefit of TPCU. I will serve my hours of volunteering for the team for the 2014 – 2015 season or pay \$25 per hour required.

Athlete(s) Name(s): _____

Parent/Legal Guardian Name: _____

Parent/Legal Guardian Signature _____ Date: _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARENTAL CONSENT AGREEMENT ("Agreement") for

UNITED STATES SKI AND SNOWBOARD ASSOCIATION ("USSA")

(this form is to only be used for Individual Adults or for Adults on behalf of Minors)

IN CONSIDERATION of being permitted to enter and participate in any way in any activities at the USSA Center of Excellence ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that (a) ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE United States Ski and Snowboard Association (USSA), United States Ski and Snowboard Team Foundation (USSTF), United States Skiing Foundation (USSF), United States Ski Team (USST), USSA Enterprises, Inc., and their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and independent contractors (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS. And, I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PARTICIPANT'S NAME (PRINTED): _____

PARTICIPANT'S SIGNATURE (only if age 18 or over): _____ **I HAVE READ THIS RELEASE**

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: (_____) DATE: _____

INSURANCE COMPANY: _____ POLICY NUMBER: _____

MINOR RELEASE

(complete for Participants Under the Age of 18)

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF ACTIVITY AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

MINOR PARTICIPANTS 'S NAME (PRINTED): _____ BIRTH DATE OF MINOR: _____ - -

SIGNATURE OF MINOR PARTICIPANT: _____ **I HAVE READ THIS RELEASE**

PARENT/GUARDIAN NAME (PRINTED): _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): _____ **I HAVE READ THIS RELEASE**

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: (_____) DATE: _____



RELEASE OF LIABILITY, ACKNOWLEDGMENT OF RISKS, AND CONSENT AGREEMENT

THIS IS A LEGALLY BINDING AGREEMENT! PLEASE READ CAREFULLY BEFORE SIGNING!

For and in consideration of the right to use and/or participate in any activity **in any capacity** at the Utah Olympic Park and/or any part of its facilities, including, but not limited to bobsledding, luge, skeleton, guided tours, Ziplines, Alpine Slide, aerial bungee, adventure courses, nordic skiing, and/or ski jumping of any kind (on snow or into water), I expressly agree, in addition to paying any fees due for any such activity(ies), to **ASSUME ANY and ALL** risks of injury, including the risk of serious injury and even **DEATH, regardless of the cause of injury, the activity, or the date on which the injury is allegedly sustained.** I acknowledge and understand that obeying and following safety rules and/or instruction does **NOT** guarantee my safety. **The UOP is NOT in any manner an insurer of my safety.** I further agree to **FOREVER RELEASE** the Utah Athletic Foundation d/b/a the Utah Olympic Legacy Foundation, the Utah Olympic Park, and its affiliates, related entities, employees, officers, directors, and agents (collectively referred to as the "UOP") from **ANY and ALL LIABILITY**, and to **FOREVER WAIVE ANY and ALL** claims, causes of action, charges, damages, and demands of any kind whatsoever, including for injuries I sustain as a result of UOP's **NEGLIGENCE.**

I also expressly agree to accept "AS IS" and "WITH ALL FAULTS" any equipment that I use at the UOP and further understand and acknowledge that the UOP provides **NO implied warranty of merchantability and/or fitness or any other warranties of any kind whatsoever** and further agree that any activity I participate in at the UOP concerns services being rendered only.

I hereby consent to allow the UOP to administer first aid and other emergency medical treatment to me for any injury or illness that occurs while at the UOP. I also grant to the UOP and its assigns the right to use, reproduce, display, distribute and make derivative works, in any and all media, of any biographical information furnished by me to the UOP and/or of my voice, image and/or likeness recorded while doing anything at the UOP.

I have read and understand this Agreement and voluntarily enter into it without any reservation whatsoever and agree that all activities at the UOP are purely voluntary in nature. I further agree that no representations have been made to me other than those expressly contained herein. In the event any part of this Agreement is deemed unenforceable, the other portions will remain enforceable. In the event federal subject matter jurisdiction exists, I agree that any lawsuit concerning this Agreement and/or the UOP will be filed in the United States District Court for the District of Utah. **This Agreement and its terms are perpetual, do not expire and apply to each and every day (today and in the future) that I use and/or participate in any activity at the Utah Olympic Park and/or any part of its facilities even if such days are not consecutive.**

Dated this _____ day of _____, 201_____.

Signature of Adult Participant

Print First and Last Name of Adult Participant

On behalf of my minor child(ren), I hereby agree that all the same risks and consents noted above apply to my child(ren) as well and acknowledge that the above risks exist, that the UOP is not a guarantor of my child(ren)'s safety and if I do not wish to accept these terms, I should not allow my child(ren) to participate in any activity at the UOP. My child(ren)'s name(s) is/are (PRINT):

_____. My signature applies here.

CONTACT INFORMATION

Program Name: _____ Date of Birth: _____ / _____ / _____

Mailing Address: _____ City: _____

State: _____ Zip: _____ E-mail: _____

Home Phone: _____ Cell Phone: _____

Emergency Contact: _____ Emergency Contact Phone Number: _____



**PARK CITY SKI EDUCATION FOUNDATION
d/b/a Park City Ski Team**

HIGH PERFORMANCE TRAINING CENTER

**ASSUMPTION OF RISK, WAIVER OF LIABILITY & INDEMNIFICATION
AGREEMENT**

This Assumption of Risk, Waiver of Liability and Indemnification Agreement (“Agreement”) must be completed in order to use the Park City Ski Education Foundation’s (“PCSEF”) High Performance Training Center (“HPC”).

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 [_____] (“Team”) strength and conditioning programs scheduled to take place at the HPC. I authorize Participant to participate in these programs and to use the HPC. 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 at the HPC 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 PCSEF’s 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 the use of the HPC. 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 use of the HPC.

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 use of the HPC or participation in Team'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 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