

WASATCH FREESTYLE FOUNDATION, INC.

2367 Boyes St., Holladay, UT 84117-6239 • (801) 272-7177 • jon@wasatchfreestyle.com

REGISTRATION AND RELEASE AGREEMENT

What do I need to do to register for Wasatch Freestyle programs?

- **Join the U.S. Ski and Snowboard Association (USSA) online at www.ussa.org.**
- **Fill out, sign, and return to us this Wasatch Freestyle Registration and Release Agreement.**
- **Pay your program fees in advance:**
 - 1) **online at <http://www.wasatchfreestyle.com/store>, or**
 - 2) **mail/hand deliver check to 2367 Boyes St., Holladay, UT 84117-6239**

SKIER NAME: _____

Male: Female: Date of Birth: _____

A. **MEDICAL INSURANCE AND TREATMENT.** Medical insurance is required to participate in all Wasatch Freestyle activities. In the case of an emergency I hereby authorize Wasatch Freestyle Foundation coaches or officials to release this insurance information to health care providers and to seek and obtain medical treatment for my child.

Insurance Co.: _____

Policy No.: _____

Group No./Name: _____

B. **RELEASE OF LIABILITY:** I, the undersigned, and if I am a person under 18 years of age, my parents and I, am/are aware that the sport of skiing, and even more so, freestyle skiing, in its various forms, is a hazardous sport involving the risk of injuries and death. The risks include inherent risks and risks associated with the operation of the ski area. Examples of risks of skiing include, but are not limited to, terrain changes; lift towers; signs; trees; stumps; avalanche; ice; snow conditions; collisions with other skiers, man-made objects or operating equipment; failure to ski within one's ability or under control; failure to negotiate mountain terrain grooming equipment; failure of chairlift equipment; and failure or inappropriate adjustment of my ski equipment. I realize that injuries are a common and ordinary occurrence of this sport. I agree, as partial consideration for my participation in ski or summer programs, the issuance of ski passes, and/or use of the ski area before, during or after normal hours of operation and for each and every ride on a lift, to assume and accept all such risks or personal injury, death or property damage which arise from the sport, program, activity and/or actions, omissions or negligence of Wasatch Freestyle and/or Venues, their employees, volunteers and agents in the course of team activities, including, but not limited to any training, competition, traveling, free skiing, or social activities. I, my heirs, guardians, legal representatives, or assigns agree to release from any legal liability and to never file a claim or suit against Wasatch Freestyle Foundation, Inc., Friends of Wasatch Freestyle, Inc., or the owner or operator of any venue where we conduct team activities and events ("Venues") for any injuries or death caused by or resulting from the risks which I have accepted and assumed herein or in any other way related to my participation in skiing, the operation of the ski area, or summer programming, regardless of whether or not Wasatch Freestyle Foundation, Inc., Friends of Wasatch Freestyles, Inc., Venues, their agents, volunteers or employees were negligent or whether or not the injury resulted from an inherent risk of skiing. Venues, include, but are not limited to, Deer Valley Resort, Deer Valley Corporation, Snowbird Ski and Summer Resort, Snowbird Corporation, the owner of any property or facility at Deer Valley or Snowbird, their officers, members affiliated organizations, agents, volunteers or employees

C. **INDEMNITY:** I, the undersigned, and if I am a person under 18 years of age, my parents and I, have read and understood the terms of this Registration and Release Agreement, which is an essential part of conditions under which Wasatch Freestyle will offer its programs. I hereby agree to indemnify and hold harmless Wasatch Freestyle Foundation, Inc., Friends of Wasatch Freestyle, Inc., and Venues, agents, volunteers and employees from any claims arising from my participation in Wasatch Freestyle programming, and any claims brought against Wasatch Freestyle, Friends of Wasatch Freestyle, and/or Venues arising from my actions. I am signing this document freely and of my own accord, realizing it is binding upon myself, my heirs and assigns, and in the event that I am signing it on behalf of any minors, that I have full authority to do so, realizing its binding effect on them as well as myself.

D. TERMS AND CONDITIONS

1. Fraudulent use of pass or violations of the following safety and mountain policies may result in legal prosecution and/or partial or permanent loss of lift privileges with no compensation or refund.
2. Mountain and safe skiing policies include:
 - a. All skiers must ski under control and in a safe and reasonable manner at all times.
 - b. No skier shall ski beyond "closed avalanche", "closed trail" or "ski boundary" signs.
 - c. Skiers may not jump out of chairlifts.
 - d. Skiers shall not use abusive or rude language or behavior.
3. All skiers are expected to know, understand and abide by the Skiers Responsibility Code. These regulations are in effect for the safety and enjoyment of all skiers. Please help us with our safety program by setting a safe example yourself, and encouraging

others to do the same. Failure to follow these regulations may result in temporary or permanent loss of ski pass without compensation.

4. Ski passes MUST be shown before loading on each and every lift. Your team jacket is not a ski pass.

5. Pro-rated refunds due to injury or severe illness are applied to tuition the following season.

E. CODE OF ETHICS: Members are to act in a responsible, well-behaved manner while participating in Wasatch Freestyle activities, while at Deer Valley Resort, Snowbird Resort, the Utah Olympic Park and at all other locations. We not only represent the Wasatch Freestyle Foundation, but we are ambassadors for Deer Valley Resort and Snowbird Resort, as well. Any irresponsible conduct will be dealt with by suspension of member rights and privileges including, but not limited to, loss of lift pass and loss of skiing privileges. Use of illegal drugs or alcohol while participating in any WFF function will result in immediate expulsion from the Wasatch Freestyle Foundation program, forfeiture of lift pass, forfeiture of ski privileges and forfeiture of program fees. Every member is to behave with honesty and integrity, both on and off the ski hill. This means: No theft of equipment, money, clothing, etc. No violating terms of lift passes or resort rules. No reckless skiing at Deer Valley or Snowbird or other resorts. No damage to property at hotels, restaurants or the team equipment. No reckless behavior on chair lifts.

F. MEDIA RELEASE: I hereby authorize and give my full consent to Wasatch Freestyle to use any and all photographs, videotapes and/or film in which I appear while training for or competing in the activity with which I am affiliated with Wasatch Freestyle. I further agree that Wasatch Freestyle may transfer, use or cause to be used these photographs, videotapes, or films for any exhibitions, public displays, commercials, art and advertising purposes, and television programs without limitations, reservations or compensation to me.

G. CHOICE OF LAW AND VENUE. This Agreement, the legal relationship between the Skier and Wasatch Freestyle and/or Venues, and duties that arise from the legal relationship between the Skier and Wasatch Freestyle, Friends of Wasatch Freestyle and/or Venues, shall be governed by and construed under the law of the State of Utah. Any action to enforce this agreement, or any legal action between or among the Skier and Wasatch Freestyle, Friends of Wasatch Freestyle and/or Venues shall be filed in a court of competent jurisdiction in Summit County, Utah.

H. EFFECTIVE DATES OF AGREEMENT. This Agreement is effective retroactive to the effective date of any prior registration and release agreement. It shall survive and govern, without limitation, my participation in any Wasatch Freestyle program or activity, regardless of season or year, until superceded by another signed, written registration and release agreement.

I. CONCUSSION AND HEAD INJURY POLICY. (UCA §26-53-201.) Any athlete under the age of 18 years suspected of having a concussion/traumatic brain injury must be removed immediately from participation in a team activity. The minor athlete will be prohibited from further participation until evaluated and cleared in writing to resume participation in team activities by a qualified health care provider trained in the evaluation and management of concussive head injuries within three years of the days of the day on which the written statement is made. 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. Please refer to the Center for Disease Control for additional resources on the subject.

Skier Signature: _____ Date: _____

Skiers under the age of 18 years are required to have a parent or legal guardian read and sign this Registration and Release Agreement for the benefit of the Minor Skier. The parent agrees to indemnify and hold Wasatch Freestyle and/or Venues, their agents and employees harmless from any and all claims brought by the Skier under 18's actions, whether Wasatch Freestyle and/or Venues, their agents or employees are negligent or not, and any claims brought by any third party arising from Skier's actions.

Printed Name of Parent: _____

Signature of Parent: _____ Date: _____

Return **signed** forms via any of the following: 1) mail to 2367 Boyes St., Holladay, UT 84117-6239
2) scan and email to jon@wasatchfreestyle.com
3) fax to (866) 391-9972 (foundation's attorney)