



SSCV Guest Training Agreement

Welcome to Ski & Snowboard Club Vail. As a guest of our program, we ask that you review and then sign the following rules and procedures.

- Each guest athlete is required to sign in every day that they participate in a SSCV training program. We ask that you please sign your name, indicate your program, provide a cell phone number and note the date each day that you train. The sign-in sheet is located on the bulletin board on the stair landing, as you go upstairs into the club.
- Parents are not permitted to be in our Golden Peak Race Arena. Throughout the regular ski season December through April there is always the opportunity for parents to view their child's training from outside the finish arena. Standing inside the finish area can be very dangerous, and distracting. Aside from the obvious traffic standpoint, and allowing the athletes to have a large and safe area to finish their runs, it is also an area for the athlete and coach to assess their training. Any viewing from within the race arena is prohibited as a matter of safety. There are several areas outside the Golden Peak Race Arena that can provide adequate viewing.
- Each athlete that participates in any Ski & Snowboard Club Vail program agrees to abide by the rules of the National Ski Areas Association "Skier's Responsibility Code"
 - Always stay in control, and be able to stop or avoid other people or objects.
 - People ahead of you have the right of way. It is your responsibility to avoid them.
 - You must not stop where you obstruct a trail, or are not visible from above.
 - Whenever starting downhill or merging into a trail, look uphill and yield to others.
 - Always use devices to help prevent runaway equipment.
 - Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
 - Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.
- While participating in our programs, you are a representative of Ski & Snowboard Club Vail. All athletes are expected to be courteous to other athletes, SSCV staff, and Vail Resort guests and employees.
- At no time will an athlete cross a closure rope or go through a Ski School lift line. We do not have a special lift-line for racing or training so it is necessary for athletes to wait in lift lines. All athletes need to have their lift tickets on their bodies and available to be scanned every time before boarding the lift.
- All SSCV athletes are required to lower the comfort bar while riding any Vail Resorts chairlifts.
- Helmets are required for all SSCV athletes when skis are on. SSCV highly recommends the use of mouth guards and back protection while training.

- Our club house gets very full. Please clean up after yourself. There is a day storage room for your bags while you train. There is no overnight ski storage at the club.
- There is no parking at SSCV's Club house. There is a location to pull in to drop off and pick-up equipment in front of the club.
- The physical address of SSCV is 598 Vail Valley Drive, Vail, Colorado 81658 and the fax# at the club is (970) 476-7287.

We thank you for your interest in Ski & Snowboard Club Vail and our training programs. It is our goal to provide a safe and productive training environment for all of the athletes involved.

☐ I _____, have carefully read the Guest Training Agreement and
(Athlete)
understand with full knowledge of its significance.

Parent or Guardian Name (PRINT)
(If competitor/participant is less than 18 years old)

Parent or Guardian Signature

Date



2013-2014
SKI & SNOWBOARD CLUB VAIL
HONOR CODE

Ski & Snowboard Club Vail (SSCV) is dedicated to our axiom of "Character, Courage & Commitment" and has a special system of trust, principles and goals to achieve these standards. I understand that we are all members of the club, and I will respect and be courteous to my teammates and fellow club members. Even though there are limited specific rules, I understand that I am trusted to act in the best interest of my own athletic and personal goals and in the best interest of the SSCV community.

I support the standards of the SSCV community as set forth by the Board of Trustees, the membership, the director and the staff as stated in the Athlete Handbook. I pledge my commitment to live by these standards at the club, on the mountain, at any SSCV function, and whenever or wherever I may be identified as a SSCV athlete.

I understand that my personal support of these standards is important to the strength, openness and trust of the whole SSCV community. I further understand and agree that my fellow teammates, by their acceptance of membership in SSCV, have also agreed to these standards; and my expectations of them are the same as those of myself. I agree that I will look out for others and for the entire organization, and I will take responsibility and appropriate action if violations occur. I acknowledge that failure to uphold these standards shall be just cause for my dismissal from SSCV.

As a result of my commitment and that of my teammates, SSCV prospers in an environment where drugs, alcohol, lack of respect, dishonesty, and other substandard values are not tolerated and where all have the opportunity to develop as individuals, athletes, and members of the community.

☐ I _____, have carefully read the SSCV Honor Code and understand
(Athlete)

with full knowledge of its significance.

Parent/Guardian Signature (Athlete signature require if 18 and older)

Date



2013-2014
SKI & SNOWBOARD CLUB VAIL
MEDICAL RELEASE AND CONSENT TO EMERGENCY CARE

Medical Information

Athlete's Physician: _____ Phone: _____
Athlete's Dentist: _____ Phone: _____
Preferred Orthopedist/Orthopedic Group: _____
List All Current Medications: _____
List All Known Allergies: _____
Other Medical Conditions: _____

Insurance Information

Policy Holder's Name: _____
Insurance Company Name: _____
Insurance Company Address: _____
City, State. Zip: _____ Phone: _____
Policy Number: _____

I hereby grant permission for a doctor, licensed physical therapist and/or certified athletic trainer (at the direction of a doctor) to administer any treatment or anesthetic and/or perform any diagnostic procedure, operation, or curative remedial procedure deemed necessary or advisable for the care or treatment of the athlete.

Parent/Guardian Signature: _____ Date: _____

(Athlete signature require if 18 and older)



2013-2014
SKI & SNOWBOARD CLUB VAIL
LIABILITY RELEASE

**THIS IS A LEGAL DOCUMENT AND CONTAINS A WAIVER OF CERTAIN LEGAL RIGHTS.
PLEASE CONSULT A LAWYER BEFORE SIGNING THIS DOCUMENT.**

The undersigned competitor/program participant being at least 18 years of age,

OR

The undersigned represents that he or she is the parent or legal guardian of

Further, the undersigned warrants and represents that the competitor/program participant is in good health and that there are no problems associated with the competitor/program participant and the undersigned has left no instructions regarding the competitor/program participant that have not been listed on the registration form.

I/we understand and accept the fact that snowboarding and alpine skiing in its various forms are HAZARDOUS sports that have many dangers and risks. It is further understood that training or racing competitively is more HAZARDOUS than recreational skiing or snowboarding. I/we realize that injuries are a common and ordinary occurrence of this sport. I/we agree as a condition of being allowed to use the ski area facility and premises, that I/we freely accept and voluntarily ASSUME ALL RISK OR PERSONAL INJURY OR DEATH or property damage which results in any way from negligence, conditions on or about the premises and facilities, the operation of the ski area including, but not limited to, grooming, snowmaking, ski lift operations, actions or omissions of employees or agents of the Vail Resorts ("VR"), actions or omissions of the employees or agents of Ski & Snowboard Club Vail ("SSCV"), or competitor/program participant's participation in snowboarding, skiing, training/clinic, any competitive event or any continuance thereof, or in the course of travel to or from any such event, or other activities at the area.

Initial Here _____

To maximize opportunity to participate in sporting, recreational, educational, and other activities where risk is present, and to the fullest extent permitted by Colorado law, the undersigned hereby releases and waives his child's prospective claim for negligence, or if 18 or older his/her own claim for negligence, and any liability, whether known or unknown, even through that liability may arise out of negligence or carelessness on the part of persons or entities mentioned above, in connection with any activity for which SSCV, VR, their employees or agents could be liable including but not limited to on mountain activities, transportation, training activities or all kinds, and any other Club related activities. In the event a claim is brought against SSCV, VR, either affiliates, agents, or employees, the undersigned recognizes that by virtue of bringing such claim SSCV will suffer losses, economic and otherwise. Therefore, the undersigned agrees to indemnify and hold SSCV and VR harmless for any and all attorney fees and costs associated with any such action.

Initial Here _____

I/we agree with the premise that competitor/program participant is a competitor/program participant at all times, whether practicing for competition, in competition, or in clinics. I/we agree that competitor/program participant is always provided an opportunity to conduct a reasonable, visual inspection of the training course. I/we agree and understand that the competitor/program participant will be held to assume the risk of all course conditions including but not limited to, weather and snow conditions, course construction or layout and obstacles.

Initial Here _____

WARNING

Under Colorado law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: Changing weather conditions; existing and changing snow conditions; bare spots;

rocks; stumps; trees; collisions with natural objects, man made objects, or with skiers; variations in terrain; and the failure of skiers to ski within their own abilities.

SSCV assumes no risk, responsibility, or liability for any participant either while en route to or from any event in which one or more of the component parties of the undersigned participate, or while staying in a location (city, town, resort, etc.) either before or after such participation.

I/we freely accept the full responsibility for any and all damages or injury of any kind which may result and agree to indemnify and hold SSCV and VR, as well as their subsidiaries, their affiliates, their respective officers, directors, agents, servants, and employees, acting officially or otherwise, harmless for any claim, demand, action or cause of action arising out of or on account of any injury or damage to said competitor/program participant or competitor/program participant's property arising from the negligence or breach or warranty express or implied of the above entities and persons affiliated with said entities.

Initial here _____

The competitor/program participant authorizes SSCV authorized personnel to call for medical care for the competitor/program participant or to transport the competitor/program participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for the competitor/program participant. The undersigned agrees that upon the transporting of the competitor/program participant to any such medical facility or hospital that SSCV shall not have any further responsibility for the competitor/program participant. Further, the competitor/program participant agrees to pay all costs associated with such medical care and related transportation for the competitor/program participant and shall indemnify and hold harmless SSCV of any costs incurred therein, as provided in the preceding paragraph.

In exchange for, and in consideration of, VR making the skiing area available to me for participation in training, competition or clinics in the sport of competitive skiing and/or snowboarding, I CONTRACTUALLY AGREE that any and ALL DISPUTES between myself and Vail arising from my participation in the sport of competitive skiing and/or snowboarding, and INCLUDING any claims for personal injury and/or death, will be GOVERNED BY THE LAWS OF THE STATE OF COLORADO and EXCLUSIVE JURISDICTION thereof will be in the state court residing in the county where the alleged tort occurred or state courts of the State of Colorado.

This release shall be binding upon the assignees, subrogates, distributes, heirs, next of kin, executors and administrators of the undersigned and may be applied by Vail as a complete bar and defense against any claim, demand, action or cause of action by or on behalf of the undersigned.

In signing this release, the undersigned hereby acknowledges and represents:

- A. That all parties comprising the "undersigned" have investigated the particular program(s) in which some of such parties shall participate and are also familiar with the practices and procedures of SSCV.
- B. That the undersigned parent or legal guardian has unconditional right, power, and authority to execute this release in such capacity and on behalf of the minor participant herein below identified.
- C. The undersigned acknowledges that the competitor/program participant possesses adequate medical insurance coverage (copies attached).

I/WE HAVE CAREFULLY READ AND UNDERSTAND THE TERMS OF THIS RELEASE AGREEMENT. I/WE ARE SIGNING IT FREELY AND REALIZE THAT IT IS BINDING UPON MYSELF, MY HEIRS AND ASSIGNS, AND IN THE EVENT 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.

Further, full permission is hereby given to use any photographs or movies of said competitor/program participant taken during any competitive event or training exercise for any purpose in promoting events of SSCV.

Competitor/Program Participant Name (please print)

Parent or Guardian Name (please print)
(If competitor/participant is less than 18 years old)

Parent or Guardian Signature

Date

INVERTED AERIALS ADDENDUM

The undersigned parent or legal guardian (or participant if 18 years of age or older) hereby consents to _____ (Competitor/Program Participant Name) participating in the inherently dangerous sport of INVERTED AERIALS and fully recognizes that all provisions of the release of liability contained in the SSCV Liability Release fully apply to such activities. Notwithstanding this release I hereby consent to the above named individual participating in said activities recognizing their inherently dangerous character.

☐

I do consent to the Inverted Aerials Addendum

☐

I do not consent to the Inverted Aerials Addendum

Competitor/Program Participant Name (please print)

Parent or Guardian Name (please print)
(If competitor/participant is less than 18 years old)

Parent or Guardian Signature

Date

SSCV COMPETITION AND TRAINING
HOLD-HARMLESS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person who is participating in the Ski/Snowboard Club as an athlete, coach, staff member, volunteer, official, or other participant, or is otherwise taking part in the ski or snowboard race or competition, training, or training-related activities is referred to as "Participant." The "Undersigned" means the Participant **AND**, when the Participant is under the age of 18, it includes the Participant's parent or legal guardian. The Undersigned agrees that skiing, snowboarding, race training, racing, competition and/or using any of the facilities of the ski area, including but not limited to use of the lifts, ski slopes, trails, and other equipment, for any purpose (the "Activity"), are **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. The Undersigned understands that a person using any of the facilities of the ski area is considered a "skier" and that the Participant, as a "skier" under Colorado law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the Colorado Ski Safety Act (the "Act").

3. THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND ASSUMES ADDITIONAL RISKS AND DANGERS THAT MAY RESULT IN PROPERTY DAMAGE, PHYSICAL INJURY AND/OR DEATH ABOVE AND BEYOND THOSE OUTLINED IN THE ACT, INCLUDING BUT NOT LIMITED TO:

Falling; avalanches; cornices; suffocation; crevasses; drills; exercises; free skiing; following the direction of a race team leader; practice slopes; warm-up slopes; equipment failure; equipment malfunction; equipment damage; Participant's improper use of equipment; Participant's use of his/her own personal equipment; Participant's failure to maintain or otherwise upkeep his/her own personal equipment; slick or uneven surfaces; slipping; tripping; loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles; drainage channels; varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; Participant or another acting in a negligent manner that may cause and/or contribute to injury to Participant or others, such as selecting terrain that exceeds his/her ability and not acting within such ability; Participant's failure to comply with signage; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Participant's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; & mental distress from exposure to any of the above.

4. Pursuant to Colorado law, Participant assumes the responsibility of maintaining control at all times while engaging in the Activity and assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Participant is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Further, the Undersigned understands that a minor Participant may use the ski lifts without an adult present. The Undersigned acknowledges that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time, and the Undersigned recognizes that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

5. The Undersigned acknowledges that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity.

6. The Undersigned agrees that the Participant is a "competitor" at all times, whether practicing for competition or in competition. The Undersigned acknowledges that the Participant has the opportunity to inspect the ski/snowboard training course and/or competition course prior to participating in the Activity. **THE UNDERSIGNED UNDERSTANDS THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY (INCLUDING BUT NOT LIMITED TO COURSE CONSTRUCTION OR LAYOUT AND OBSTACLES) WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

7. Additionally, in consideration for allowing the Participant to participate in the Activity, **THE UNDERSIGNED AGREES TO INDEMNIFY, REIMBURSE, RELEASE AND NOT TO SUE** Vail Resorts, Inc., The Vail Corporation d/b/a Vail Resorts Management Company, their affiliated companies and subsidiaries, Ski and Snowboard Club Vail, the United States, and all their respective insurance companies, successors in interest, commercial & corporate sponsors, affiliates, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity **INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY.** By agreeing not to sue, the Undersigned is releasing any right to make a claim or file a lawsuit against any Released Party.

8. The Undersigned represents that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. The Undersigned authorizes a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary and agrees to be fully responsible for any associated costs.

9. In consideration for being allowed to use the ski area facilities, **THE UNDERSIGNED AGREES THAT ANY AND ALL CLAIMS** regarding an alleged incident **SHALL BE GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of Colorado.

10. The Undersigned represents that he or she is the minor Participant's parent or legal guardian and **VOLUNTARILY GRANTS PERMISSION FOR THE MINOR PARTICIPANT TO TAKE PART IN THE ACTIVITY**. The Undersigned acknowledges that he or she is also signing this release on behalf of the minor Participant and that **THE MINOR PARTICIPANT SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE**. By signing this agreement without a parent or guardian's signature, Participant represents they are at least 18 years of age. **THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS FEES, ARISING FROM ANY MISREPRESENTATIONS AND FRAUDULENT EXECUTION OF THIS AGREEMENT.**

11. The Undersigned understands that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

MINOR PARTICIPANT (UNDER 18) INFORMATION

MINOR PARTICIPANT – Last Name, First Name, M.I. (please print)

AGE

** Requires Parent/Guardian to Complete and Sign Below*

ADULT /PARENT/LEGAL GUARDIAN INFORMATION

ADULT LAST NAME, FIRST NAME, M.I. (please print)

ADDRESS – Street Address/Mailing Address (please print)

City, State

Zip Code

DATE OF BIRTH (MM-DD-YYYY)

EMERGENCY CONTACT

RELATION

PHONE NUMBER

X

SIGNATURE

DATE