



**ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS AND RELEASE
AND INDEMNIFICATION AGREEMENT**
Jackson Hole Ski & Snowboard Club

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE INITIALING OR SIGNING IT. BY INITIALING AND SIGNING THIS DOCUMENT BELOW YOU ARE AGREEING TO THIS DOCUMENT IN ITS ENTIRETY.

In the event the Participant named below younger than 18 years of age, the terms "I", "me", "my", and "myself" below shall refer to both the Participant and the Participant's legal guardian executing this document below.

Name _____ If under age 18, name of guardian _____

Address _____ Parent Cell Phone _____

I, the above named individual, in consideration of participating in events and/or activities sponsored or organized in any way by the Jackson Hole Ski and Snowboard Club, a Wyoming nonprofit corporation, hereby agree to hold harmless and indemnify the Jackson Hole Ski and Snowboard Club, its employees, directors, officers, volunteers, sponsors, subcontractors, insurers, members, other agents, and all other persons or entities acting on behalf of the Jackson Hole Ski and Snowboard Club (collectively "Jackson Hole Ski and Snowboard Club"), from any claims or causes of action of any kind or nature whatsoever caused or occasioned by my participation in such event or activities. This release and indemnification Agreement is binding on me, my heirs, my parents or guardians, my successors and assigns, my personal representatives, and my estate as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

I understand and acknowledge that the activities in which I am participating and which I voluntarily engage in bear certain risks that could result in injury, death, illness, or disease. These injuries could be physical or mental, or could consist of damage to my property. Some risks are inherent in or integral to these activities and cannot be eliminated or reduced. Among these risks are the following:

1. The nature of the activities themselves, skiing, racing, training and travel and any combination thereof;
2. Acts or omissions or negligence of any kind or nature whatsoever by the Jackson Hole Ski and Snowboard Club, its employees, directors, officers, volunteers, sponsors, subcontractors, members, other agents, or other persons or entities acting on behalf of the Jackson Hole Ski and Snowboard Club;
3. The acts of other participants in these activities, including but not limited to Jackson Hole Ski and Snowboard Club members;
4. Weather conditions and the consequences of those weather conditions, including, without limitation, hypothermia, frostbite, and dehydration;
5. Contact with plants or animals;
6. My own physical condition, or my acts or omissions;
7. The condition of roads, trails, waterways, or terrain, and accidents connected with their use and the use of vehicles of approach including, but not limited to, land vehicles, aircraft, fixed and rotary wing;
8. First-aid, emergency treatment or other services rendered;
9. Consumption of food or drink;
10. Boarding or use of chair lifts, gondolas, trams, or other mechanized means of transportation for the purpose of access to terrain;
11. Possible failure or malfunction of equipment used in the activities;
12. The fact that the activities may take place in remote places many hours from any hospital or medical facility, where communications and transportation are difficult and where evacuation and medical care may be delayed;
13. If I am transported by Jackson Hole Ski and Snowboard Club personnel, the inherent danger of vehicular travel including road and vehicle condition and the skill of the driver and others on the roadways.

Risks also include the risks associated with coaching and instruction provided by Jackson Hole Ski and Snowboard Club personnel in connection with these activities which are provided in a wilderness environment. These risks include, without limitation, the risk that a coach or instructor may misjudge an individual's capabilities, or misjudge terrain, weather, snow or trail conditions. I understand that the above list is not exhaustive or complete, and that other risks, known or unknown, identified or unidentified, may also result in

injury, death, illness or disease, or damage to my property. I also understand that according to Wyoming Statute §1-1-121 through 123, individuals assume the inherent risk of recreational activities, and recreation providers, like the Jackson Hole Ski and Snowboard Club, are not legally responsible for injury, damage or death to a participant or his property, resulting from the inherent risks of recreational activities.

I acknowledge that participating in these activities may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I represent that I am fully capable of participating in these activities without causing harm to myself or others. I have no mental or physical problems or limitations which might compromise or affect my ability to participate in these activities which I have not disclosed to the Jackson Hole Ski and Snowboard Club.

I acknowledge that the staff of the Jackson Hole Ski and Snowboard Club is and has been available should I have further questions about the nature and physical demands of these activities and the risks, hazards and dangers associated with these activities. I understand that the presence of Jackson Hole Ski and Snowboard Club's personnel is absolutely no assurance of my safety or the lessening of any of these risks.

MY PARTICIPATION IN THESE ACTIVITIES IS PURELY VOLUNTARY, NO ONE IS FORCING ME TO PARTICIPATE, AND I ELECT TO PARTICIPATE IN SPITE OF AND WITH FULL KNOWLEDGE OF THE RISKS. THEREFORE, I (INCLUDING MY PARENT(S) OR GUARDIAN AS DESCRIBED ABOVE IF I AM A MINOR) ASSUME AND ACCEPT FULL RESPONSIBILITY FOR ME, FOR THOSE RISKS IDENTIFIED HEREIN AND THOSE RISKS NOT SPECIFICALLY IDENTIFIED, AND FOR INJURY, DEATH, PROPERTY LOSS AND EXPENSES RESULTING FROM THOSE RISKS, AND FROM MY OWN NEGLIGENCE IN PARTICIPATING IN THESE ACTIVITIES.

I have read this section & initial it to show that I understand and agree _____

RELEASE AND INDEMNIFICATION

PLEASE READ CAREFULLY. THIS PART CONTAINS A WAIVER AND RELEASE OF LIABILITY AND COMPROMISE OF CERTAIN LEGAL RIGHTS.

I, for and on behalf of myself, my children, heirs, executors, administrators and representatives, hereby **KNOWINGLY AND INTENTIONALLY AGREE TO RELEASE, INDEMNIFY, HOLD HARMLESS AND DEFEND** the Jackson Hole Ski and Snowboard Club ("indemnify" meaning protect by reimbursement or payment), with respect to any and all claims, actions, liabilities, losses, suits, or expenses (including costs and reasonable attorneys' fees), **INCLUDING LOSSES CLAIMED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE JACKSON HOLE SKI AND SNOWBOARD CLUB**, whether foreseen or unforeseen, made or brought by anyone, including any member of the participant's family, arising directly or indirectly out of any damage, loss, injury, illness, paralysis or death in any way connected with my participation in these activities or my use of the Jackson Hole Ski and Snowboard Club's equipment or facilities. **IN ADDITION, I AGREE TO WAIVE ALL CLAIMS AGAINST THE JACKSON HOLE SKI AND SNOWBOARD CLUB, AND AGREE THAT NEITHER I, NOR ANYONE ACTING ON MY BEHALF, WILL MAKE A CLAIM OF ANY KIND AGAINST THE JACKSON HOLE SKI AND SNOWBOARD CLUB, THAT I MAY HAVE, AS A RESULT OF ANY DAMAGE, LOSS, INJURY, ILLNESS, PARALYSIS OR DEATH TO ME OR MY PROPERTY.**

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or, I agree to bear the costs of any injury or damage myself.

I have read this section & initial it to show that I understand and agree _____

FURTHER AGREEMENT

I agree that this document and all other aspects of my relationship with the Jackson Hole Ski and Snowboard Club are governed by the laws of the state of Wyoming. Further, any suit, legal proceeding, mediation or arbitration arising out of or relating to my participation in Jackson Hole Ski and Snowboard Club events and/or activities, or other dispute with the Jackson Hole Ski and Snowboard Club must be filed exclusively in the State of Wyoming and Wyoming law shall be determinative. **I also agree that if I, or anyone on my behalf, or on their behalf involving a claim associated with my injury or death assert(s) a claim or file(s) a suit against the Jackson Hole Ski and Snowboard Club, I will pay all costs and attorneys' fees incurred by the Jackson Hole Ski and Snowboard Club in defending that claim or suit if the claim or suit is withdrawn or dismissed, or to the extent a court determines that the Jackson Hole Ski and Snowboard Club is not responsible for the injury or loss.**

I authorize Jackson Hole Ski and Snowboard Club personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I further authorize appropriate medical personnel to render

such treatment as is necessary, in their professional opinion, for my health. I agree that the Jackson Hole Ski and Snowboard Club has no responsibility for medical care provided to me following delivery to a medical facility or hospital, and I agree to pay all costs associated with such medical care and transportation.

Any portion of this document deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions of this document and the remaining provisions shall continue in full force and effect.

For the purpose of this document the term “Jackson Hole Ski and Snowboard Club” shall include Jackson Hole Ski and Snowboard Club, a Wyoming nonprofit corporation, its employees, directors, officers, volunteers, sponsors, subcontractors, insurers, members, other agents, and all other persons or entities acting on behalf of the Jackson Hole Ski and Snowboard Club.

I understand this agreement is the entire agreement between me and the Jackson Hole Ski and Snowboard Club and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of the Jackson Hole Ski and Snowboard Club or by me.

I have read this section & initial it to show that I understand and agree _____

My signature below indicates that I have carefully read this entire document, that I have had the opportunity to consult with legal counsel if I desire, but I understand the consequences of executing it, that I agree to be bound by its terms, and that it shall be effective and binding upon myself, my heirs, assigns, personal representatives and estate and all members of my family. If I am signing this document as parent or guardian of a minor child, I represent that I am the parent or guardian of that minor child and have legal authority to contract for that child. If I am signing this document as parent or guardian of a minor child, I understand my signature here includes my agreement, per the terms of this document, to release any claims I may have as a result of injury, damage or death to my child, and to defend and indemnify the Jackson Hole Ski and Snowboard Club should my child, or someone on his behalf, or a third party, bring a claim against the Jackson Hole Ski and Snowboard Club, arising out of my child’s participation in Jackson Hole Ski and Snowboard Club events and/or activities.

CONCUSSION POLICY:

Any JHSSC athlete suspected of having sustained a concussion/ traumatic brain injury will be removed immediately from participation in JHSSC sporting event (e.g. training, practice, camps, competitions or club activities), by the JHSSC member coach overseeing such sporting event. The athlete will be prohibited from further participation until evaluated and cleared in writing to resume participation in JHSSC sporting events or club activities by a qualified health care provider trained in the evaluation and management of concussive head injuries. The health care professional must certify to JHSSC in the clearance 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.

Upon removal of an athlete from participation for a suspected concussion/traumatic brain injury, the JHSSC member coach making the removal must also inform USSA Competition Services for athletes competing in USSA sanctioned events.

Athletes who have subsequently been medically cleared to resume participation must provide such medical clearance (as described above) to JHSSC (and USSA Competition Services for USSA competition athletes) in order to be permitted to participate in any JHSSC training programs and competitions that the JHSSC teams (Alpine, Freeride and Snowboard) participate in.

In addition we recommend that all JHSSC athletes participate in a computerized concussion assessment program called ImPACT Testing (Intermediate Post-Concussion Assessment and Cognitive testing). ImPACT Testing was developed by medical professionals to help evaluate post-concussion injury and track recovery for return to participation. Baseline ImPACT testing can be administered pre-season and is recommended by JHSSC.

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 can 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.

