



**U.S. Ski & Snowboard**  
**Alpine Competition Exceptional Athlete “Ski Up”**  
**Assumption of Risk, Release and Indemnity Agreement**

**Event:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Date:** \_\_\_\_\_

THIS ALPINE COMPETITION “SKI UP” ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT (the “Agreement”) is provided by the ATHLETE signing the Agreement (the “Athlete”) and his/her parent(s) and legal guardian(s) (the “Parent(s)”) for the Event listed above to U.S. Ski & Snowboard, the REGIONS and DIVISIONS of U.S. SKI & SNOWBOARD; and the ORGANIZERS AND OFFICIALS of the Event entered by the Athlete (sometimes hereinafter referred to collectively as the “U.S. Ski & Snowboard”).

**“Ski Up” Definition:** On October 30, 1998, the U.S. Ski & Snowboard Alpine Sport Executive Committee stated that circumstances may exist for certain athletes in alpine ski competition to be authorized to compete in an age group competition with a class of athletes which are older than the age group designated by U.S. Ski & Snowboard. For example, a U12 athlete (age 11 years or younger) who is technically and/or physically more advanced than other athletes in his or her age group may request to compete as a U14, or compete on courses set for U14s, (that is, with athletes who are 12 and 13 years of age). The intention of the authorization is to accommodate the very top athletes nationally. ***This release authorizes the Athlete to compete in the next older age group, but only in the events (DH, SL, GS, SG, AC) in which they are normally eligible and only in the Event listed above.*** An athlete who advances to an age category with older athletes will be referred to in this Agreement as “Skiing Up.” The opportunity to Ski Up in this Event is not automatic and athletes may do so only after they have received authorization through the procedure set forth below and have met additional local requirements for the Event.

**Ski Up Procedure:**

1. The procedure for Skiing Up is a request made by the Athlete, Parents and the Athlete’s coach.
2. This authorization to Ski Up is granted and only valid for the Event based on warranties and representations by the Athlete, Parents, and the Athlete’s coach that the athlete has demonstrated the technical athletic ability to train and compete with an older age category.
3. The Parents and Athlete acknowledge the additional risks and dangers associated with Skiing Up by signing this Agreement.

**General Assumption of Risk – Skiing Has Risks and Dangers:** The Athlete and Parents acknowledge that participation in alpine ski competition and training in connection with such ski competitions is hazardous and involves great risk of physical injury or death. The Athlete and Parents expressly assume any and all risk associated with competing or training for or otherwise participating in such competitions, including without limitation, the risks and inherent dangers of ski racing course conditions and those associated with skiing and riding the lifts generally. This assumption of risk also includes changing weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees, collisions with natural objects, man-made objects, or other skiers; variations in terrain; and the failure of skiers to ski within their own abilities.

**Specific Assumption of Risk – Skiing Up Involves Greater Risks and Dangers:** The Athlete and Parents acknowledge that permission to Ski Up is granted for the Event only at the request and recommendation of the Athlete’s coach and Parents, and the request of the Athlete. The request and recommendation has been made by them to provide the Athlete with enhanced opportunities to compete on alpine training and competition courses that will be of greater vertical drop on more challenging terrain in a more intense competitive environment than provided for in U.S. Ski & Snowboard rules developed for the standard assigned U.S. Ski & Snowboard age class.



By signing this Agreement, the Athlete and Parents fully accept the more hazardous, demanding and difficult competition and training situations, and that Skiing Up involves greater risk of physical injury or death with the greater vertical drop on more challenging terrain in a more intense competitive environment.

**Release of Claims:** In exchange for receiving permission for the Athlete to Ski Up at the Event, the Athlete and Parents release and forever discharge U.S. Ski & Snowboard and its trustees, directors, officers, employees, contractors, volunteers, insurers, and all other persons from any and all claims which might arise from accidents, injuries or fatalities that may occur as a result of Skiing Up. This release of claims includes, but is not limited to, those based on negligence, contract and/or breach of warranty.

**Covenant Not To Sue:** The Athlete and Parents agree not to sue or file any lawsuit, action, arbitration or claim against U.S. Ski & Snowboard if the Athlete or any third-party is physically injured or property is damaged as the result of or connection with the Athlete Skiing Up.

**Defense and Indemnity:** The Parents of the Athlete agree to defend, indemnify, and hold U.S. Ski & Snowboard harmless from any and all claims or lawsuits brought against U.S. Ski & Snowboard arising out of or in connection with the Athlete Skiing Up at the Event.

Athlete's Name \_\_\_\_\_ U.S. Ski & Snowboard Number \_\_\_\_\_

U.S. Ski & Snowboard Division \_\_\_\_\_ Birth Date \_\_\_\_\_

Athlete's Parent's Name \_\_\_\_\_

Athlete's Parent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Athlete's Parent's Name \_\_\_\_\_

Athlete's Parent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Coach's Name \_\_\_\_\_

Coach's Signature \_\_\_\_\_ Date \_\_\_\_\_

Revised January 2022