

**QUEENSTOWN ALPINE SKI TEAM (QAST)
ASSUMPTION OF RISK AND RELEASE OF LIABILITY – READ CAREFULLY BEFORE
SIGNING**

QAST aims to provide a competitive alpine ski race training program. We intend to provide this whilst keeping athlete and coach welfare and safety foremost in our thinking and out practices. We have development a range of health and safety measures and procedures. However, alpine skiing (and racing in particular) is an inherently risky sport and the alpine environment can be dangerous.

I understand that skiing in its various forms, as well as preparation for, participation in, coaching, volunteering, officiating and related activities in alpine competitions and clinics (hereinafter collectively referred to as “Activities”), involve many **RISKS, DANGERS and HAZARDS**. These risks, dangers and hazards include, but are not limited to, changing weather and snow conditions, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by skiers/riders or equipment, and exceeding one's own abilities. I further understand that alpine race training and competition may be more hazardous than recreational skiing. I understand that **INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities**. I know that the risk of **SEVERE INJURY** and even **DEATH** exists in all training and competition locations and activities, including free skiing. I also know that personal training, coaching, instruction, supervision and enforcement of rules by the Queenstown Alpine Ski Team, its officers, committee members, volunteers, employees, contractors, member coaches, member officials, together with affiliated entities involved in the conduct of the Activities (including, but not limited to, the International Ski Federation, local ski clubs, competition organizers, race officials, volunteers, fellow members, sponsors, and ski and snowboard facility operators)(hereinafter the term “QAST” shall be used to refer to all such persons and entities collectively) do not and cannot guarantee my safety.

With full knowledge and understanding of the **RISK OF SEVERE INJURY AND DEATH** involved in alpine race training and competition, **I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES**, even if I follow the instructions or advice of QAST.

In consideration of QAST's acceptance of my membership application, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter “Member”) agrees to comply with and be bound by the following terms at all times, whether training or practicing for competition, or in competition.

1. Member hereby unconditionally **WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY QAST OF AND FROM ANY CLAIMS**, present or future, including any loss, damage, expense, or injury (including **DEATH**), suffered by any person and arising from Member's participation in any Activities in which QAST is involved in any way, due to any cause whatsoever, **INCLUDING NEGLIGENCE** and/or breach of express or implied warranty on the part of QAST.
2. Member hereby **RELIEVES QAST OF ANY DUTY TO PROTECT MEMBER FROM HARM** in connection with any Activities in which QAST is involved in any way.
3. Member authorizes QAST to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of QAST, medical attention is required and Member is unable to make such decisions for himself/herself. Member agrees to pay all costs associated with such medical care and related transportation and shall **DEFEND, INDEMNIFY AND HOLD HARMLESS QAST** of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Member also authorizes disclosure of protected medical information necessary to provide, coordinate or manage member's healthcare.
4. Member agrees never to utilize any run, course or facility for any training, practice or competition without first conducting his/her own thorough visual inspection of the run, course or facility.

5. This Agreement shall be construed in accordance with, and governed by the substantive laws of New Zealand without reference to principles governing choice or conflicts of laws. In addition, Member agrees that all civil lawsuits for personal injury or related loss against QAST must be maintained in NZ courts sitting in Queenstown New Zealand, Member consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, MEMBER SIGNIFIES HIS ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

SIGNATURE OF PARENT OR GUARDIAN REQUIRED FOR MEMBERS UNDER THE AGE OF 18

As the parent or guardian of the minor child Member named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the Member, and any other parent or guardian of the Member, intending that they be binding on me, the Member, and our respective heirs, executors, administrators and assigns. By affixing my signature below I represent that I intend to give up my right, the right of the Member, and the right of any other parent or guardian to maintain any claim or suit against QAST arising out of the Member's participation in any Activities involving QAST in any way. I further agree to hold harmless, defend, and indemnify QAST of and from any claims from third parties arising from the minor child Members' participation in any activities affiliated with QAST.

Parent or guardian's signature

Printed name _____

Date Signed: _____

Applicant's Name (Please Print) _____

Date of Birth: _____

Return to: admin@qast.org.nz

MEMBER (If 18 or over)