

2017 SVSEF STRIDERS AGREEMENT FORM

Name of Participant: \_\_\_\_\_

Sun Valley Ski Education Foundation, Inc. Program Agreement THIS PROGRAM AGREEMENT (the "Agreement") is effective immediately upon registering the ATHLETE (referred to as "Athlete" in this Agreement), for the SUN VALLEY SKI EDUCATION FOUNDATION, INC., an Idaho nonprofit corporation, ("SVSEF") and is between SVSEF, the Athlete and the Athlete's PARENTS/GUARDIANS (individually or collectively referred to as "Parent" in this Agreement, even if a Guardian or Guardians). The term SVSEF shall include its employees, such as coaches, volunteers, independent contractors or third parties authorized to represent SVSEF.

**PARTICIPATION IN PROGRAM:** In consideration of the payment of fees and other covenants and promises of Parent on Parent's behalf and Athlete's behalf as provided in this Agreement, SVSEF shall organize, sponsor and provide coaching and training services for Athlete in the Program. The term Program, as used in this Agreement, shall refer to any and all activities arising out of or related to Athlete's participation with SVSEF for the period commencing July 1 and ending June 30 of the current fiscal year. All outstanding amounts due that arise out of Athlete's and any of Athlete's sibling's participation with SVSEF pursuant to a prior Program or agreement, if any, shall be paid in full prior to the Athlete's eligibility for SVSEF to accept this Agreement or Parent and SVSEF must enter into a separate written agreement satisfactory to SVSEF for the payment of the outstanding balance. This Agreement is not effective and Athlete may not participate unless or until SVSEF accepts this Agreement.

**ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION:** (a) By entering into this Agreement, Parent on Parent's behalf and Athlete's behalf voluntarily and willingly requests that Athlete participate in the Program. Parent on Parent's behalf and Athlete's behalf acknowledges the Program, as defined in this Agreement includes, but is not limited to activities arising out of or related to Athlete's participation with SVSEF, such as not only skiing, but also dry land training of many types, at the coaches' discretion, which may occur in facilities not owned or operated by SVSEF, travel in SVSEF owned and non-owned vehicles to and from training, competition, outings and excursions that may occur in connection with the Program. (b) Parent on Parent's behalf and Athlete's behalf understand the Program involves risk of bodily injury, death and property loss or damage to Athlete and/or third persons and such risks may result in damages sustained by Parent, Athlete and/or third persons. (c) IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN THE PROGRAM, PARENT ON PARENT'S BEHALF AND ATHLETE'S BEHALF ASSUMES ALL RISKS ARISING OUT OF OR RELATED TO ATHLETE'S PARTICIPATION IN THE PROGRAM. PARENT ON PARENT'S BEHALF AND ATHLETE'S BEHALF RELEASES, WAIVES AND FOREVER DISCHARGES FROM ANY AND ALL LIABILITY AND HOLDS HARMLESS AND INDEMNIFIES SVSEF, ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS, AGENTS AND/OR REPRESENTATIVES OF ANY KIND FOR ANY PERSONAL INJURY AND/OR PROPERTY DAMAGE TO ATHLETE, PARENT OR A THIRD PARTY AND/OR THE PROPERTY OF ATHLETE, PARENT OR A THIRD PARTY ARISING OUT OF OR RESULTING FROM ATHLETE'S PARTICIPATION IN THE PROGRAM, AND FOR ANY CLAIMS. THE TERM "CLAIMS" AS USED IN THIS AGREEMENT, SHALL MEAN AND INCLUDE, BUT NOT BE LIMITED TO ANY AND ALL ATTORNEY FEES (INCLUDING ATTORNEY FEES ON APPEAL OR IN BANKRUPTCY COURT), AWARDS, CAUSES OF ACTION, CLAIMS, CONTRACTS, COSTS, DAMAGES, DEBTS, DEMANDS, EXPENSES, INJURIES, LOANS, LOSSES, LIABILITIES, LITIGATION, JUDGEMENTS, NOTES, OBLIGATIONS, RECOVERIES AND/OR RIGHTS, WHETHER FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE, KNOWN OR UNKNOWN, CONTINGENT OR NONCONTINGENT, LIQUIDATED OR UNLIQUIDATED, ASSERTED OR WHICH MAY BE ASSERTED. (d) Parent on behalf of Parent and on behalf of Athlete understand that under Idaho law, SVSEF is a charitable and nonprofit corporation or organization as defined by Idaho Code section 6-1601, subparagraphs (1) and (6). As a result, pursuant to Idaho Code section 6-1605, the officers, directors and volunteers who serve the nonprofit corporation or organization without compensation shall be personally immune from civil liability arising out of their conduct as an officer, director or volunteer, if such conduct is within the course and scope of the duties and functions of the individual officer, director and volunteer, and at the direction of the corporation or organization. (e) PARENT ON PARENT'S BEHALF AND ATHLETE'S BEHALF AGREE THIS CONDITION OF THE AGREEMENT SHALL LEGALLY BIND ATHLETE, PARENT AND ATHLETE'S AND PARENT'S HEIRS, TRUSTEES, PERSONAL REPRESENTATIVES, AND ASSIGNS. PARENT CAREFULLY READ THIS PORTION OF THE AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. PARENT IS AWARE THAT PARENT ON PARENT'S BEHALF AND ATHLETE'S BEHALF ARE RELEASING CERTAIN LEGAL RIGHTS BY THIS RELEASE THAT PARENT AND ATHLETE OTHERWISE MAY HAVE.

**MISCELLANEOUS PROVISIONS:** This Agreement and terms and conditions contained in this Agreement are the full, complete and only expression of the Agreement between the parties. Terms that are spoken or written by either party before or after the parties sign this Agreement that are not contained in this Agreement shall not alter or vary the terms of this Agreement or the interpretation of its terms. The parties may only modify this Agreement by an authorized representative of each party signing a separate written addendum to this Agreement. In addition, no custom or course of dealing by either party or between the parties shall in any way vary or alter the terms of this Agreement. If any term of this Agreement is determined to be invalid for any reason, all other terms and conditions shall remain in full force and be given effect. The prevailing party shall receive any attorney fees and costs incurred in enforcing any provision of this Agreement or any controversy arising out of any provision of this Agreement, whether or not a lawsuit is filed and including any lawsuits involving an appeal or a bankruptcy court. The parties agree that the interpretation of this Agreement shall be according to Idaho law, and ambiguities, if any, shall not be construed against SVSEF as the drafting party.

BY REGISTERING ATHLETE IN THE PROGRAM, PARENT IS SIGNING THIS AGREEMENT OF PARENT'S OWN INDIVIDUAL FREE WILL AND WITH THE FULL AUTHORITY TO DO SO ON BEHALF OF ATHLETE, AS WELL, AND PARENT WILL FULLY INDEMNIFY SVSEF FOR ANY LACK OF AUTHORITY TO SIGN ON ATHLETE'S BEHALF.

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date