2023 Gransberg Cup
Release and Waiver

All participants must sign the following prior to participating in the Gransberg Cup on April 8, 2023, in Big Sky, Montana. Please see the submission instructions on the last page of this document.

Undersigned agrees that the following dangers or risks are inherent to participation in the Gransberg Cup (the "Activity"), but that the following list is not exhaustive, and that there may be other dangers or risks that are inherent to the Activity not listed here: (a) changing weather including storms, lightning, hail, snow, fog, and other adverse conditions; b) snow conditions as they exist or as they may change, including ice, hardpack, powder, packed powder, wind pack, corn snow, crust, slush, cut-up snow, and machine-made snow of any depth or accumulation, including but not limited to any depth or accumulation around or near trees or snowmaking equipment; (c) avalanches, except on open, machine-groomed ski trails; (d) collisions with natural surface or subsurface conditions, such as bare spots, forest growth, rocks, stumps, streambeds, cliffs, trees, and other natural objects; (e) collisions with lift towers, signs, posts, fences, enclosures, hydrants, water pipes, or other artificial structures and their components; (f) variations in steepness or terrain, whether natural or the result of slope design, snowmaking, or snow grooming operations, including but not limited to roads, freestyle terrain, ski jumps, catwalks, and other terrain modifications; (g) collisions with clearly visible or plainly marked equipment, including but not limited to lift equipment, snowmaking equipment, snow grooming equipment, trail maintenance equipment, and snowmobiles, whether or not the equipment is moving; (h) collisions with other skiers; (i) the failure of a skier to ski within that skier's ability; (j) skiing in a closed area or skiing outside the ski area boundary as designated on the ski area trail map; (k) restricted visibility caused by snow, wind, fog, sun, or darkness; (l) surfaces covered with ice and snow or other slick or uneven walking surfaces; (m) difficulty with route finding; (n) high altitude; (o) participant's own failure to understand and comply with signage; (p) lack of shelter; (q) limited access to and/or delay of medical attention; (r) failed or poorly executed attempts at rescue or medical care; and (s) participant's own health condition, strenuous activity, fatigue, dehydration, hypothermia, altitude sickness, frostbite, and mental or emotional damage or distress to any of the preceding.

By indicating your acceptance, you understand, agree, warrant, and covenant as follows: I know that participating in this event is a potentially hazardous activity. I am in adequate physical, mental, and medical condition to participate in this event. In consideration of the acceptance of my entry, I, for myself and anyone entitled to act on my behalf, waive and release the event directors, Big Sky Ski Education Foundation ("BSSEF"), its members, board members, and all persons and organizations affiliated with the BSSEF and/or the Gransberg Cup event, including but not limited to Big Sky Resort, and all sponsoring associations, individuals, and businesses from any and all liability arising from illness, injuries, damages, and even death, I may suffer as a result of my participating in this event. I grant permission for all of the foregoing to use any photographs, motion pictures, videos, and recordings of this event for any legitimate purpose. I understand that entry fees are non-refundable. I understand and agree to the terms of this waiver and release statement.

1. Waiver. YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE. YOU UNDERSTAND EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING

THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY, RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES, INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES, OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE BSSEF, BIG SKY RESORT, FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

2. Limitation of Liability; Disclaimer of Warranties. BSSEF SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES AND/OR INJURIES.

3. Indemnification. You agree to indemnify and hold BSSEF, its agents, sponsors including BIG SKY RESORT, and BOYNE USA, members, and board members harmless from and against any and all damages, costs, claims, or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your participation in BSSEF activities or events. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY AND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. This waiver shall be valid and binding for all names and minors listed in this registration.

By signing this document, you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

Date: _____

PARTICIPANT

X _____

_____

Printed Name

PARENT OR GUARDIAN

X _____

_____

Printed Name

SUBMISSION INSTRUCTIONS

You can submit your signed and dated copy of this Release and Waiver in person at race headquarters in the BSSEF Team Room (uphill from row “L” in the free parking lot) prior to the competition between 8:00am and 9:30am on April 8, 2023.