

2016-17 OISA MEMBERSHIP APPLICATION AND AGREEMENT - FORM A-1

Team Name/School: _____ League: _____

Name of Competitor: _____ M/F: ___ Date of Birth: ___/___/___ Grade: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cellphone: _____ Email address: _____

Opt-in to sharing my contact information above to OISA Premier Partners

Health insurance provider: _____ Group#: _____ Member#: _____

I know that snowboarding is an action sport carrying a significant risk of serious injury, death or property damage. I also know that there are natural and environmental conditions and risks that independently or in combination with my activities may cause property damage or severe or even fatal injuries to me or others.

I agree that I alone am responsible for my safety while participating in and/or training for competitive events and specifically acknowledge that the Oregon Interscholastic Snowboard Association (OISA), the ski area, the sponsors, the organizers, the race officials and any agent, representative, officer, director, employee, member or affiliate of any of these persons or entities are not responsible for my safety.

I further recognize that the OISA requires the use of helmets in snowboarding competition and training activities. I recognize that the OISA does not specify or recommend any particular helmet design and that it is my sole responsibility or my parent's/guardian's, if I am under age 18, to assure that the headgear I wear is adequate.

I currently have, and agree to maintain throughout the time that I train and compete, valid and sufficient medical and accident insurance. I understand this is my sole responsibility and release all persons and entities identified above from providing coverage for me. I understand and agree that the OISA is not liable for any medical, dental, hospital or transportation bills occurring as a result of injuries incurred and that such bills will be my responsibility and/or the responsibility of my parents/guardians and our insurance providers.

I agree that I will accept and abide by the rules, regulations and restrictions of the OISA., the duties of skiers under Oregon State Law (see form A-2) and any other rules, regulations and restrictions imposed by the organizers or venue of any particular competition.

I agree that if any part of the Agreement is deemed to be unenforceable, that the remaining terms and conditions shall continue to be binding.

Competitor Signature: _____ Date: _____

PARENT/GUARDIAN AGREEMENT REQUIRED WHEN RACER IS UNDER 18 YEARS OF AGE.

Parent/Guardian Full Name: _____

Relationship to Competitor: _____

By signing this agreement as Parent/Guardian I am consenting to the above named competitor participation in competitive snowboarding and training with the OISA and connected teams, leagues, practices, competitions and allied activities. I also understand and agree that any and all of the risks of snowboarding and its activities and allied activities, whether known or unknown, are assumed by me. I hereby agree to waive, abandon, and release the OISA from any and all claims whatsoever, whether known or unknown, to the maximum extent permitted by law. I agree that I will provide valid and sufficient medical and accident insurance for the snowboarder participant identified above in accordance with the terms and conditions set forth above.

Parent or Guardian Signature: _____ Date: _____

2016-17 DUTIES OF SKIERS UNDER OREGON LAW – FORM A-2

Under the laws of the **State of Oregon, (ORS 30.985)** Skiers (which also includes Snowboarders) shall have duties, which include, but are not limited to, the following:

1. Skiers/Snowboarders who ride in any area not designated for skiing and boarding within the permit area assume the inherent risks thereof.
2. Skiers/Snowboarders shall be the sole judge of the limits of their skills and their ability to meet and overcome the inherent risks of snowboarding and shall maintain reasonable control of speed and course.
3. Skiers/Snowboarders shall abide by the directions and instructions of the ski area operator.
4. Skiers/Snowboarders shall familiarize themselves with posted information on location and degree of difficulty of trails and slopes to the extent reasonably possible before snowboarding on any slope or trail.
5. Skiers/Snowboarders shall not cross the uphill track of any surface lift except at points clearly designated by the ski area operator.
6. Skiers/Snowboarders shall not overtake any other person except in such a manner as to avoid contact and shall grant the right of way to the overtaken person.
7. Skiers/Snowboarders shall yield to other skiers and boarders when entering a trail or starting downhill.
8. Skiers/Snowboarders must wear retention straps/leashes or other devices to prevent runaway boards.
9. Skiers/Snowboarders shall not board rope tows, wire rope tows, j-bars, t-bars, ski lifts or other similar devices unless they have sufficient ability to use the devices, and shall follow any written or verbal instructions that are given regarding the devices.
10. Skiers/Snowboarders, when involved in an accident, shall not depart from the ski area without leaving their names and addresses if reasonably possible.
11. A Skier/Snowboarder who is injured should, if reasonably possible, give notice of the injury to the ski area operator before leaving the ski area.
12. Skier/Snowboarders shall not embark or disembark from a ski lift except at designated areas or by the authority of the ski area operator.

By reading & signing this document, I understand the basic risks & duties involved in skiing and snowboarding and I agree to observe and comply with all applicable duties. (also see excerpt of ORS 30.985).

Name: _____

Signature: _____ Date: _____

Parent or Guardian Signature: _____ Date: _____

PARENT/GUARDIAN SIGNATURE IS REQUIRED FOR ALL RACERS, BUT NOT REQUIRED FOR COACHES.

*All forms are to be completed in INK and apart from signatures, all information must be printed.
Read carefully – sign in INK – keep a copy for your records – return ORIGINALS to OISA*

EXCERPT FROM ORS 30.985 SKIING ACTIVITIES (WHICH INCLUDES SNOWBOARDING)

30.970 Definitions for ORS 30.970 to 30.990. As used in ORS 30.970 to 30.990:

- (1) "Inherent risks of skiing" includes, but is not limited to, those dangers or conditions which are an integral part of the sport, such as changing weather conditions, variations or steepness in terrain, snow or ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, rocks, stumps, lift towers and other structures and their components, collisions with other skiers and a skier's failure to ski within the skier's own ability.
- (2) "Injury" means any personal injury or property damage or loss.
- (3) "Skier" means any person who is in a ski area for the purpose of engaging in the sport of skiing or who rides as a passenger on any ski lift device.
- (4) "Ski area" means any area designated and maintained by a ski area operator for skiing.
- (5) "Ski area operator" means those persons, and their agents, officers, employees or representatives, who operate a ski area.

30.975 Skiers assume certain risks. In accordance with ORS 18.470 and notwithstanding ORS 18.475

(2), an individual who engages in the sport of skiing, alpine or nordic, accepts and assumes the inherent risks of skiing insofar as they are reasonably obvious, expected or necessary.

30.985 Duties of skiers; effect of failure to comply.

- (1) Skiers shall have duties which include but are not limited to the following:
 - (a) Skiers who ski in any area not designated for skiing within the permit area assume the inherent risks thereof.
 - (b) Skiers shall be the sole judges of the limits of their skills and their ability to meet and overcome the inherent risks of skiing and shall maintain reasonable control of speed and course.
 - (c) Skiers shall abide by the directions and instructions of the ski area operator.
 - (d) Skiers shall familiarize themselves with posted information on location and degree of difficulty of trails and slopes to the extent reasonably possible before skiing on any slope or trail.
 - (e) Skiers shall not cross the uphill track of any surface lift except at points clearly designated by the ski area operator.
 - (f) Skiers shall not overtake any other skier except in such a manner as to avoid contact and shall grant the right of way to the overtaken skier.
 - (g) Skiers shall yield to other skiers when entering a trail or starting downhill.
 - (h) Skiers must wear retention straps or other devices to prevent runaway skis.
 - (i) Skiers shall not board rope tows, wire rope tows, j-bars, t-bars, ski lifts or other similar devices unless they have sufficient ability to use the devices, and skiers shall follow any written or verbal instructions that are given regarding the devices.
 - (j) Skiers, when involved in a skiing accident, shall not depart from the ski area without leaving their names and addresses if reasonably possible.
 - (k) A skier who is injured should, if reasonably possible, give notice of the injury to the ski area operator before leaving the ski area.
 - (l) Skiers shall not embark or disembark from a ski lift except at designated areas or by the authority of the ski area operator.
- (2) Violation of any of the duties of skiers set forth in subsection (1) of this section entitles the ski area operator to withdraw the violator's privilege of skiing.

30.990 Operators required to give skiers notice of duties. Ski area operators shall give notice to skiers of their duties under ORS 30.985 in a manner reasonably calculated to inform skiers of those duties.

(This page does not need to be returned with your signed paperwork. Rider should keep these rules.)

**2016-17 OISA LIABILITY RELEASE & INDEMNIFICATION AGREEMENT
FORM A-3 RIDER**

This form must be completed and signed by each Club/Team Member/Competitor and by that Member/Competitor's parent/guardian when Member/Competitor is under 18.

I acknowledge on behalf of myself and minor child, that snowboarding and related activities (including competitions) are potentially HAZARDOUS ACTIVITIES and I have chosen to allow my child to participate in those activities with an understanding of the risks involved. In consideration of services performed by the Oregon Interscholastic Snowboard Association ("OISA"), I, _____, (print name of parent/guardian) on behalf of _____, (print name of minor) do hereby agree to release from liability indemnify and hold harmless the OISA and its officers, directors, employees, agents, volunteer workers, sponsors of events, affiliates, agents, trainers, coaches, officials and event coordinators (individually and collectively referred to hereinafter as "Releasees") from any and all claims for damage, injury or death to myself and minor child, as a result of any activity connected with my and named minor child's preparation, practice for or participation in OISA related skiing/snowboarding competitions at any of the following Resorts: Mt. Hood Meadows, Ski Bowl, Timberline, Mt. Ashland, Mt. Bachelor, Willamette Pass, Hoodoo, and others to be included from time to time.

This release includes claims based upon negligence but does not apply to claims based on gross negligence, intentional misconduct or criminal acts. This release shall be binding upon my personal representatives, administrators, heirs, beneficiaries, next of kin, agents and assigns.

I agree to defend and indemnify the OISA and the other Releasees from any and all claims where I and/or named minor child have contributed to or been found wholly or in some part liable for the underlying claim.

The venue for any legal proceeding shall be Clackamas County, Oregon for any claims or litigation arising out of or in connection with the Activity. This document is a legally binding contract, which supersedes any other agreements or representations by or between the parties. This Agreement is intended to provide a release of liability, except as otherwise provided in this Agreement or where prohibited by law. If any part of this Agreement is declared to be unenforceable, the remaining terms shall continue to be enforceable.

TEAM/CLUB NAME _____

EVENT NAME: OISA SPONSORED & LEAGUE COMPETITIONS & TRAINING NIGHTS

Member/Competitor Name: _____

Member/Competitor Signature: _____ Date: _____

Parent or Guardian Signature: _____ Date: _____

In case of emergency, please notify:

Name: _____ Phone: _____

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2016-17 OISA RACER CONTRACT

TEAM/CLUB NAME _____

LEAGUE _____

- I understand that helmets are required to be worn on the mountain at any and all times I am affiliated with OISA including practices and competitions. I understand if this is not followed, I will not be allowed to compete.
- I understand that any use of profanity or display of indecent material during an OISA event will result in disqualification from that competition.
- I understand that possession, use, sales, or distribution of alcohol, drugs, narcotics, or any other illegal substances during any OISA event is strictly prohibited.
- Rude behavior (abusive language, vandalism, bullying, or fighting) or discrimination towards OISA Members, Coaches, Team Advisors, Volunteers, Parents, or Ski Resort employees during OISA events will not be tolerated.
- I have read and understood the rules and regulations of the OISA and will abide by them and will accept the consequences of non-compliance as determined by the OISA. I will also abide by the rules and regulations of my snowboarding team and school.
- I understand that an OISA sanctioned photographer may take photos during competitions and said photos may then be used for official OISA purposes (i.e. promotional material, media kits, internal communications, etc.). I hereby give to OISA the absolute and irrevocable right and permission to capture, use and alter my image. I also release and discharge OISA from all and any claims and demands ensuing from or in connection with the creation and use of photographs and images.

Competitor Name: _____

Competitor Signature: _____ Date: _____

Parent or Guardian Name: _____

Parent or Guardian Signature: _____ Date: _____

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**2016-17 OISA LIABILITY RELEASE & INDEMNIFICATION AGREEMENT
FORM A-3 ADULT**

This form must be completed and signed by each Event Course Worker at any OISA or League Event, whether on Training Nights or on Competition Days and by any Coach or Assistant Coach working with Club/Team Members/Competitors on Training Nights or on Competition Days.

I acknowledge on behalf of myself that snowboarding and related activities (including competitions) are potentially HAZARDOUS ACTIVITIES and I have chosen to participate in those activities with an understanding of the risks involved. In consideration of services performed by the Oregon Interscholastic Snowboard Association ("OISA"), I, _____, (print name) do hereby agree to release from liability, indemnify and hold harmless the OISA and its officers, directors, employees, agents, volunteer workers, sponsors of events, affiliates, agents, trainers, coaches, officials and event coordinators (individually and collectively referred to hereinafter as "Releasees") from any and all claims for damage, injury or death to myself as a result of any activity connected with my preparation, practice for or participation in OISA related skiing/snowboarding competitions at any of the following resorts: Mt. Hood Meadows, Ski Bowl, Timberline, Mt. Ashland, Mt. Bachelor, Willamette Pass, Hoodoo, and others to be included from time to time. This release includes claims based upon negligence but does not apply to claims based on gross negligence, intentional misconduct or criminal acts. This release shall be binding upon my personal representatives, administrators, heirs, beneficiaries, next of kin, agents and assigns. This indemnification is limited to the circumstances where I and/or named minor child have contributed to or are found liable for the underlying claim.

The venue for any legal proceeding shall be Clackamas County, Oregon for any claims or litigation arising out of or in connection with the Activity. This document is a legally binding contract, which supersedes any other agreements or representations by or between the parties. This Agreement is intended to provide a release of liability, except as otherwise provided in this Agreement or where prohibited by law. If any part of this Agreement is declared to be unenforceable, the remaining terms shall continue to be enforceable.

Have you ever been convicted of a felony? Yes No

If yes, please explain: _____

By signing this agreement, I am testifying that I have never been charged with a sexual crime or crime against a minor.

TEAM/CLUB NAME: _____

EVENT NAME: OISA SPONSORED & LEAGUE COMPETITIONS & TRAINING EVENTS

Adult Participant Name: _____

Adult Participant Address: _____

Adult Participant Signature: _____ Date: _____

Phone: _____ Cellphone: _____ Email address: _____

Opt-in to sharing my contact information above to OISA Premier Partners

Health insurance provider: _____ Group#: _____ Member#: _____

In case of emergency, please notify:

Name: _____

Phone: _____

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Have you ever been convicted of a felony? Yes No

If yes, please explain: _____

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TEAM/CLUB NAME: _____

EVENT NAME: OISA SPONSORED & LEAGUE COMPETITIONS & TRAINING EVENTS

Adult Participant Name: _____

Adult Participant Address: _____

Adult Participant Signature: _____ Date: _____

Phone: _____ Cellphone: _____ Email address: _____

Opt-in to sharing my contact information above to OISA Premier Partners

Health insurance provider: _____ Group#: _____ Member#: _____

In case of emergency, please notify:

Name: _____

Phone: _____

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