



LIABILITY EXEMPTION DISCHARGE ACCEPTANCE OF RISKS & ARBITRATION CLAUSE

Open Faces Juniors Alpbachtal

12.02.2022

Before signing, please carefully read and fill in all spaces.

The undersigned _____ holder(s) of parental authority and of the custody right over child _____; born on _____
Whose address is: _____
Phone: _____

Hereby certify that they allow child _____
To take part in one of the Freeride Junior Tour (FJT) ski/snowboard competitive events.

In connection with the child's participation in any Freeride Junior Tour competitive events
the undersigned hereby states as follows:

1. FJT RULES AND PROCEDURES

I understand and agree that the participation in any competitive event on a FJT calendar is subject to acceptance of all the Rules and Procedures that apply to that competitive event. I agree that the child shall be subject to those Rules and Procedures and to the authority of the bodies in charge of applying them.

2. INSURANCE

I confirm that the child carries valid accident insurance, covering the costs for bodily injuries, search and rescue and transport and that that insurance includes the risks associated with a freeride ski/snowboard competitive event.

3. RISK ACKNOWLEDGEMENT AND ACCEPTANCE

I am fully aware that a freeride competitive event may involve accidents and injuries. I know and accept that when the child takes part in such competitive events, his physical health and even his life may be endangered.

I am fully aware of the potential risks associated with the practice of snowboard/ski freeride in competitive events, including those arising from speed, gravitation forces and rocky cliff jumps. I acknowledge that there are risks associated with one's performance in competitive events, that may result in exercising one's physical capacities to their limit. I also acknowledge that the risk factors include the equipment, the weather conditions, land- and snow conditions, as well as natural or artificial obstacles.



I am also aware that some actions cannot always be foreseen or controlled and as a result cannot be avoided or prevented by safety measures.

I am fully aware that the risks inherent in a ski/snowboard freeride competitive event are only partially within the organisers' control, that in this case, zero risk cannot be achieved and that despite the measures taken by the organisers, risks still exist.

As a result, I formally state that I am fully aware that any fall by the child may result in serious injury to their physical health, or even result in their death.

In addition, I understand and accept that the dangers associated with the child's participation may put third parties in danger in the competitive event areas and their surroundings. I understand that I can be held responsible personally by third parties in connection with losses arising from bodily injury or property damage that such third parties may sustain in connection with the child's participation.

I formally declare that my decision to allow the child to take part constitutes an acknowledgement of the risks associated with the event, that I am fully aware of such risks and that I am in a position to assess the same. My decision to allow my child to participate is the result of my personal appreciation of the venue face and snow conditions and that if I allow the child to take part, it is because I believe the latter to be satisfactory conditions for event participation.

I understand that I may choose at any time, the place of the event and based on my own assessment of the risks, to not allow the child to take part in the freeride competitive event.

I declare that I agree to the participation of the child without any constraint, based solely on my own assessment of the risks and dangers associated with their participation.

I understand the following are inherent risks of the event:

Avalanches:

Although venues are secured by mountain guides, the freeride junior competitive events sites will be outside the station's ski area and despite **the measures taken by the organisers, the possibility of avalanche hazard may exist.**

Snow Depth:

Rocks may be present under the surface of the snow which could cause the participant to fall which in turn could result in injuries.

Jumps & Rocky Cliffs:

The Freeride juniors competitive events venues may include jumps or rocky cliffs that can reach **10 metres in height.**



During an FJT1* race, the maximum rocky cliff height is 4m, for an FJT2* 6m, for an FJT3* 8m and for world championships 10m.

The organisers absolutely cannot guarantee the conditions of rocky cliff jumps and the organisers are absolutely not in a position to guarantee adequate snow height **and the absence of rocks under the surface of the snow in the landing area of the jumps and its surroundings.**

It is the participant's responsibility to assess his ability and to make jumps and the resulting landing as well as the landing conditions.

I declare that I am aware that the risks associated with a freeride ski/snowboard competitive event are not limited to the ones exposed above.

I consider that child _____ has an adequate level of ski/snowboard to be able to go down slopes whose angle is on average 35 degrees and to complete jumps as needed, of a height such as mentioned above.

I acknowledge that the child is solely responsible for their line -choice, for the jumps that he completes, for the speed he skis at and for the risks he takes.

I consider **that the child is mature enough to assess the risks that he will take, for the choice of his line**, for the jumps he makes and the speed he skis at.

I also acknowledge that the risk factors also include the equipment. I declare that I am solely responsible for the child's equipment and for the choice thereof, which should meet the technical and safety requirements of the event. The consequences of a failure of the equipment or an inappropriate choice thereof shall not be the organiser's responsibility.

3. RESPONSIBILITY DISCHARGE

To the extent allowed by applicable legal provisions, **I exempt FWT Management SA and Mountain Sports Organisation SA and their organization, manager(s), employees, volunteers, mountain guides, agents, representatives, and respective agents from any responsibility in connection with any loss, consequence or damage sustained in connection with the child's participation in Freeride Junior Tour competitive events.**

Particularly I exempt FWT Management SA and Mountain Sports Organisation SA and their staff and manager(s) from any responsibility related to their involvement in the event.



As a result I waive any future claim against FWT Management SA and Mountain Sports Organisation SA and their organisation, manager(s), against their employees or volunteers, and other helpers, mountain guides, agents, representatives and respective agents for any bodily injury, for any breach of physical health, for any damage or mental distress and for any loss that **child** _____, **myself or his family may experience** in connection with his participation in a Freeride Junior Tour competitive event, whatever the causes thereof, for any fault or negligence, except in the event of fraud or gross negligence.

As a result of the foregoing and in accordance with the following arbitration clause I agree not to initiate any legal proceedings and agree not to act as a party in criminal proceedings against FWT Management SA and Mountain Sports Organisation SA, their organization, manager(s) and their helpers nor to involve, to the same extent, their contracting parties.

4. ARBITRATION CLAUSE

I agree not to initiate any legal proceedings and agree to arbitration before the Sports Arbitration Court (TAS) of Lausanne, in accordance with the then applicable arbitration rules of the TAS and **according to the laws of Switzerland**, for any dispute including those resulting from the application of this responsibility discharge and for any damage including but not limited to those related to claims for damages resulting from circumstances (acts or omissions) related to the child's participation in a Freeride Junior Tour competitive event.

This declaration and its interpretation shall be governed by the laws of Switzerland. To the extent allowed by applicable legal provisions, it shall be binding on my heirs, relatives, members of my family and successors in law that may initiate legal proceedings based on the same circumstances.

In my capacity as holder of the parental authority and of the custody right on the child, **I lastly state that I am of age, that I have read and understood the terms of this discharge before signing it and that I accept that it applies by right to the child, to which I state I have explained the meaning thereof before he signs it.**

Thus, done in _____, on _____

Signatures _____ and _____

Signature of the child _____