



INTERNATIONAL BOBSLEIGH & SKELETON FEDERATION

## **IBSF MONOBOB USAGE AGREEMENT & RELEASE OF LIABILITY 2019-2020**

### **READ THIS DOCUMENT CAREFULLY BEFORE SIGNING, AS IT AFFECTS YOUR LEGAL RIGHTS**

#### **A. EQUIPMENT USAGE AGREEMENT**

I understand that I will be using Monobob equipment that is owned by the IBSF. I accept full financial responsibility for its care while the equipment is in my possession or under my control. I will use the equipment in a careful and proper manner. I will be responsible for the replacement, at full retail value, of any equipment used under this agreement that is damaged or not returned. I fully undertake all risks for any damages or losses of the equipment after the equipment has been given to me, notwithstanding the fact whether such delivery is certified with a written deed or not, including repair costs, should they occur. I agree to return all equipment on the agreed date, in clean condition, good repair and operating condition, allowing reasonable wear and tear, to avoid additional charges. I will not alter, disfigure, or cover up any numbering, lettering, or insignia displayed on the equipment.

I have made no misrepresentations to IBSF and I am fully aware of all the dangers of Monobob and its usage, and I will only use the Monobob equipment if I am physically fit and able to. I will not attempt to use the Monobob unless I am fully aware of how to use it. If I think the equipment is damaged or defective in any way I will report it immediately to an IBSF representative. I agree that notification of such defects or damages does not recall the release of liability to all any Releases given herein in Chapter B. I agree the equipment will be used for the purpose of Monobob (race) only. I agree not to use the equipment for any unlawful purposes, and will obey all laws, rules, and regulations, of all governmental authorities while using the equipment.

I agree there are no warranties, express or implied, which have been made to me concerning the equipment. I am fully aware that IBSF being neither the manufacturer, nor a supplier, nor a dealer in the equipment, makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts which provide for specific apparatus or special methods. I accept the equipment "AS IS."

I will not assign this IBSF MONOBOB USAGE AGREEMENT or any equipment under this agreement, or any interest in the agreement or equipment, without IBSF's written consent.

The validity, interpretation, construction and performance of this IBSF MONOBOB USAGE AGREEMENT will be governed by and construed in accordance with the substantive Swiss laws, without giving effect to the principles of conflict of laws. Any dispute or controversy arising under or in connection with this IBSF MONOBOB USAGE AGREEMENT shall be resolved by the IBSF Appeals Tribunal in accordance with the IBSF Appeals Tribunal Code.

Athlete's Name and Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

Parent's or Legal Guardian's Name and Signature\*:

\_\_\_\_\_

Date: \_\_\_\_\_

\*Parent or Guardian signature must accompany minor signature (under the age of 18).



INTERNATIONAL BOBSLEIGH & SKELETON FEDERATION

## B. RELEASE OF LIABILITY

IN CONSIDERATION of being permitted to participate in any way in any IBSF activity ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I, or the minor, am qualified, in good health and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that:

(a) THIS ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("Risks");

(b) these Risks and dangers may be caused by my own, or the minor's, actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;

(c) there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation, or that of the minor, in the Activity.

3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE IBSF and the sanctioning organization(s), their administrators, directors, agents, officers, members, volunteers, and employees, other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of premises on which the Activity is conducted, my National Federation (each of the forgoing shall be considered one of the RELEASEES herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES, BOTH COMPENSATORY OR PUNITIVE, DIRECT, INDIRECT OR ACCIDENTAL, ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any damages, litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

4. In consideration of the usage of the Monobob and equipment, I HEREBY RELEASE AND FULLY DISCHARGE THE IBSF, its agents and employees from any liability resulting from any personal injury to myself, including death, or damage to my property which is caused by the BREACH OF ANY EXPRESS OR IMPLIED WARRANTY or the NEGLIGENT ACT OR OMISSION of any IBSF RELEASEE, including any NEGLIGENT ACT OR OMISSION in but not limited to;

- The selection, installation, adjustment, inspection, maintenance, or repair of the Monobob and equipment;
- Instructions given or not given to me concerning the equipment or its use;
- Warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts which provide for specific apparatus or special methods.

I accept full responsibility for any injury or damage which may result from use of the Monobob equipment, and I hereby HOLD HARMLESS the IBSF for any injury or damage sustained by me, including death, while using the Monobob equipment. I agree not to bring any action or lawsuit against any IBSF RELEASEE for any injury or damage.

In the event I am signing as a parent or guardian of a minor, I represent I have full authority to do so, realizing this IBSF MONOBOB USAGE AGREEMENT & RELEASE OF LIABILITY is binding upon the minor as well as myself. I acknowledge that this agreement is to be governed by Swiss Law and that the final court will be the CAS in Lausanne.



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**I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY FORM AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS FOR MYSELF AND/OR THE MINOR I AM GUARDIAN OF, INCLUDING THE RIGHT TO HOLD THE IBSF, OFFICERS, AGENTS OR EMPLOYEES LIABLE FOR CERTAIN CLAIMS.**

Nation: \_\_\_\_\_

Athlete's Name and Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

Parent's or Legal Guardian's Name and Signature\*:

\_\_\_\_\_

Date: \_\_\_\_\_

\*Parent or Guardian signature must accompany minor signature (under the age of 18).