

**2009-10
United States
Snowshoe Association
Event Sanctioning
Application**



USSSA

**106 Open Hearth Court
Knightdale, NC 27545**

518-420-6961

Application Must Be Submitted At Least 60 Days Prior to Event

Thank you for your interest in sanctioning your snowshoe event with the United States Snowshoe Association. The USSSA was founded in 1977 and began our current National Championship Program in 2001.

As a USSSA Sanctioned event you can take advantage of the benefits currently available to sanctioned events, and your participation in our sanctioning program will help us to add more benefits to sanctioned races in the years to come.

As a sanctioned event, your race will be listed on the USSSA website calendar, with a link to your race website. Your event will also be eligible to bid for designation as a Regional Qualifying Race for the USSSA National Championships, and perhaps even as a future National Championship Race.

As a USSSA Sanctioned Event, you also have the opportunity to purchase event liability insurance at a substantial discount through our insurance partner.

As the governing body for snowshoe racing in the United States, your participation in our event sanctioning program is greatly appreciated, as it will help us to further the growth of the sport. Please take the time to look through the USSSA Handbook for further information on the United States Snowshoe Association.

Sanction Application Checklist

Please use this checklist to help you through the sanctioning process.

Mandatory Items :

- Event Information
- Race Director Information
- Event Description
- Agreement Form
- Proof of Insurance

Personal Checklist:

- Have I made a copy of the sanction application for my records?
- Have I included the USSSA Waiver in my Race Entry Form?
- Am I turning in my application at least 60 days prior to my event?

Please send pages 3-7 of the 2009/10 USSSA Sanction Application along with proof of insurance to:

US Snowshoe Association
106 Open Hearth Court
Knightdale, NC 27545

These Forms can also be downloaded from the USSSA website at: www.snowshoeracing.com

2009-10 USSSA Event Sanction Application

(Please print legibly with ink)

Event Information:

(Please fill out completely)

Event Name _____
Event Date _____ Event City _____ Event State ___ Event Zip
Code _____

Is this the first year for this event? YES NO

How many years has the event been in existence? _____

How many years have you been the race director for this event? _____

Is this the first time this event will be sanctioned with USSSA? YES NO

How many years has this event been sanctioned with USSSA? _____

Number of athletes in last year _____ (total)

Projected number of athletes this year _____ (total)

Number of athletes per race (i.e. 5K, 10K, etc.) _____

Is this a USSSA Regional Qualifier? YES NO

Is this a USSSA National Championship? YES NO

Is there a prize purse for your event? YES NO

If YES, how much is the prize purse? _____

Do you have equal payments for men and women? YES NO

Event Informational website _____

Event Results website _____

Event Registration website _____

(This information will be listed on the USSSA Calendar on www.snowshoeracing.com)

Race Director Information

(Please fill out completely)

Primary Race Director _____

Secondary Race Director _____

Daytime Phone _____ Evening Phone _____

Race Hotline Phone Number _____

Fax _____ (call before fax? YES NO)

Cell _____

Company Name (if applicable) _____

Mailing Address _____ City _____ St _____ Zip _____

Shipping Address (NO PO boxes) _____

City _____ St _____ Zip _____

Email address for USSSA Calendar _____

Private email address (USSSA use only) _____

Insurance Information

(Please fill out completely)

*All USSSA Sanctioned Events must carry a liability insurance policy with a minimum \$1,000,000 liability coverage

Will You Be Using the Insurance Package offered by our insurance partner? YES / NO

If YES, you will be sent an insurance application upon approval of your event sanctioning request.

If NO, you must provide a copy of your insurance certificate along with your sanctioning request, naming USSSA as an additional insured.

Event Description & Requirements

Event & Course Requirements:

- *Event Must Have Liability Insurance that meets the Standards Described on Page-3 of this Application
- *Event Must Have All of the Necessary Permits and Permissions To Conduct This Event
- *Road Crossings must be controlled by police or volunteers
- *Ski Trail Crossings must be marked or controlled by volunteers
- *Route must be clearly marked with visible, line-of-sight markings. Lost racers may be a reason for denial of sanctioning in subsequent years
- *Race Director must make every effort to ensure the course is free of obvious and hidden hazards such as barbed wire fences and downed trees
- *Medical staff must be present at event
- *Recommendation: Multiple races at same event (for example, a 5K & 10K) should have separate start times

Course Traffic: Will the course have any open road or snowmobile crossings? YES / NO
If YES, describe crossings and explain how are they controlled?

Ski trail crossings? YES / NO

If YES, describe crossings and explain how are they controlled?

Course Markings: How will course be marked?

Course Description: Describe route in detail, for example snow conditions (groomed, packed single track, fresh powder, etc.), terrain, hills. Use a separate sheet if necessary

Permits: Have you secured all of the necessary permits to hold this event? YES / NO
Please List Permits and Contact Information. Use a separate sheet if necessary

Safety: Name of Nearest Hospital _____ Distance to nearest hospital from race site _____

Will an ambulance be on call? YES / NO

Describe the Emergency Medical Personnel You Will Have on Site:

Communication:

How will you notify Emergency Medical Personnel of an Emergency?

US Snowshoe Association Event Sanction Agreement

Below is the contract between the United States Snowshoe Association and the race director. Please read carefully, fill in the appropriate names at the beginning of the contract, sign and return it to USSSA. The business entities signature section applies to situations where a party other than the race director owns the event. In all cases the race director will sign the agreement. By signing this contract, you are warranting that your race will meet the minimum race sanctioning requirements as outlined in the event sanctioning requirements packet.

This sanction agreement ("Agreement") is made between the following entities: United States Snowshoe Association ("USSSA"); _____, the race promoter(s) or director(s) of the _____ (the "Event"); and all other persons or entities connected with the production of the Event and appearing as signatories to this Agreement. (All such race promoter(s), race director(s), and other signatories are referred to herein individually and collectively as "Race Director.") In consideration of the mutual concerns and promises set forth below, the adequacy of which is hereby acknowledged, USSSA and Race Director agree as follows: (Please initial each item)

____ 1. **Race Administration.** Race Director agrees, covenants, warrants, and represents that Race Director shall follow and ensure that the Event complies with all USSSA's management criteria, safety guidelines, rules, regulations, policies, directives, decisions, and all procedures set forth in the current USSSA sanction packet "United States Snowshoe Association Event Sanctioning Application." Race Director shall collect, as trustee on behalf of USSSA, all required membership fees, release forms, and race results, and shall deliver such items to USSSA by either UPS or certified mail, return receipt requested, within the time period set forth in this sanction application.

____ 2. **Limited Use of USSSA Trademark.** Race Director shall be permitted to use USSSA's principal trademark, consisting of USSSA's name and primary logo, for the limited purpose of advertising and promoting the Event. Any use of USSSA's name and trademark shall cease immediately after the Event or upon termination of the Event's sanction.

____ 3. **Prize Money.** Race Director shall distribute any prize monies equally to all qualified men and women participants and shall pay, in full, the amount of all prize monies listed in the sanction application.

____ 4. **Competitive Rules.** Race Director shall uphold and comply with all of USSSA's Competitive Rules, as they may be amended from time to time, and shall ensure that the Event complies with all such Rules. Race Director warrants that any request for additions or exceptions to the Competitive Rules have been submitted in writing to USSSA.

____ 5. **Safety Guidelines.** It is expressly understood and acknowledged by Race Director that the requirements, standards, and guidelines established by USSSA are intended to provide for the orderly administration of the Event and are not intended to guarantee the safety of participants. Race Director acknowledges that safety considerations may or may not require that additional precautions or measures be taken beyond the minimum requirements established by USSSA, and Race Director agrees to take such measures to promote and conduct the safest event possible.

____ 6. **Legal Claims and Event Records.** Race Director hereby covenants and agrees to cooperate in good faith with USSSA, its insurer, and their agents in the event of any personal injury claims or other legal actions arising out of the Event and to maintain adequate business records for the Event for a period of at least six (6) years after the Event and to provide USSSA access to such records. Business records include, but are not limited to, participant waiver forms, facility use agreements, vendor certificates of insurance, race participant census data, and accounting records.

____ 7. **No Warranties or Agency.** It is understood and agreed that USSSA makes no warranties, express or implied, to the Race Director, or other race promoters, sponsors, participants, volunteers, spectators, or any other person or entity related in any way to the Event. Under no circumstances shall Race Director act as the agent of USSSA. There is no intent to create an agency, partnership, or joint venture relationship between USSSA and the Race Director of the Event.

____ 8. **Media Release.** Race Director hereby agrees to give USSSA the right to use Race Director's and Event's name on any written, photographic, audio, or videotaped materials relating to the Event for advertising, promotional, commercial, educational, or other purposes, and Race Director hereby waives any right to additional consideration or compensation with respect to any such use.

____ 9. **Warranty of Information.** Race Director warrants that all the minimum race sanctioning requirements for sanctioning with USSSA will be complied with and that all information listed under Event Description of the

Sanctioning Application is true and correct. Falsifying or misrepresenting information in the Sanctioning Application will result in voiding the insurance coverage or discount made available to the Race Director or Event as part of USSSA's sanctioning of the event. If any statement set forth in the sanction application or any representation made to USSSA in connection with the sanction application subsequently becomes untrue prior to the competition of the Event, Race Director shall immediately notify USSSA in writing of the change in circumstances.

____ 10. **Indemnification.** Each Race Director (as defined above), personally, and on behalf of all affiliated or related entities connected in any way with the promotion or administration of the Event, hereby, jointly and severally, indemnifies and agrees to defend and hold harmless the United States Snowshoe Association, its officers, directors, sponsors, employees, and agents for and against any and all claims, liabilities, demands, obligations, debts, costs of litigation, attorney's fees, or other expenses related to or arising out of the organization or conduct of an Event that does not meet the minimum sanctioning requirements outlined in the United States Snowshoe Association Event Sanctioning Application and agreed to under Paragraph 1, "Race Administration" of this Agreement.

____ 11. **Grant of Sanction.** Provided that the Race Director and the Event comply with all the terms and conditions of this Agreement, USSSA shall sanction the Event. USSSA may terminate the Event's sanction at any time if a Race Director or the Event fails to comply with any of the terms of this Agreement.

____ 12. **Insurance.** USSSA may process Race Director's application for insurance by delivering Race Director's application materials to USSSA's insurance agency. It is expressly understood that USSSA is not acting as an insurer or insurance agent. USSSA makes no representations or warranties with respect to the insurance coverage, and Race Director shall read and be bound by the written terms of the insurance policy and certificates of insurance.

____ 13. **Modifications.** This Agreement represents the entire agreement between both parties with respect to the sanctioning of the Event. No modification or amendment of this Agreement or waiver of any provision of this Agreement shall be valid unless it is set forth in writing and signed by all parties.

____ 14. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Colorado.

____ 15. **Waiver.** At NO time is the United States Snowshoe Association waiver to be modified. Additionally, any found alterations may place you responsible for any legal ramifications caused by this modification. WHEREFORE, intending to be legally bound by the terms hereof, the undersigned have executed this Agreement on the date set forth next to their respective signatures.

_____ (Race Director please initial here) By initialing you are stating that you have read and will follow the terms of the current United States Snowshoe Association Event Sanctioning Application in addition to adhering to the terms of the sanctioning agreement.

INDIVIDUAL RACE DIRECTORS:

Printed or Typed Name Printed or Typed Name

Signature Date Signature Date

BUSINESS ENTITIES: (if party other than race director owns event)

Name of person or company Name of person or company

Position

Signature Date Signature Date

Failure to maintain minimum race sanctioning requirements will be a breach of this contract and such breach may result in voiding any insurance coverage or discount made available to the race. If a claim for damages should arise as a result of the failure to maintain minimum race requirements, the race director may be responsible for any loss. This race is not considered approved and/or sanctioned until this agreement has been signed by a representative of United States Snowshoe Association. It will be sent back to you, signed by USSSA, as a binding contract for a sanctioned event.

USSSA Signature Date

USSSA Standard Event Liability Waiver

This Waiver Must Be Signed By All Participants and Volunteers Associated With Any USSSA Sanctioned Event. This Waiver Cannot Be Altered, Except With Written Permission From the United States Snowshoe Association. Be sure to include yourself and all entities covered by this waiver where highlighted in the waiver. You must include this waiver in your event entry form.

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating &/ or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, leased, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person. I acknowledge that the Accident Waiver and Release of Liability form will be used by the event holders, sponsors and organizers of the event in which I may participate, and that it will govern my actions and responsibilities at said events. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: United States Snowshoe Association (USSSA),

PLEASE LIST YOURSELF AND ALL ENTITIES COVERED BY THIS WAIVER , their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, USSSA sponsors, event volunteers; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this event, whether caused by the negligence of releases or otherwise. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/ or illness during this event. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns. The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I hereby certify that I have read this document; and, I understand it's content.

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old) The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Signature _____ Date _____
(if under 18 years old, Parent or guardian must also sign)

Signature of Parent or Guardian Date _____