

ST. LOUIS CATHOLIC CHURCH
SNOW TUBING TRIP TO PERFECT NORTH SLOPES: FOR GRADES 6-12
ON FRIDAY, FEBRUARY 7, 2020

Meet in St. Louis School Cafeteria at 4:30 for check-in. Bus will leave town at 5:00 p.m. and return at 9:30 p.m.
Pizza and drinks will be available during the event

COST: \$20 per person (including adult chaperones) – Includes transportation, pizza and tubing

*This completed form (and attached Waiver) with money needs to be turned in by **February 3rd, 2020** to the St. Louis Parish Office or Youth Minister to reserve your spot. Transportation cannot be guaranteed for forms turned in after February 3rd! Space on the buses is limited, so we may need volunteers to transport extra participants.*

PARENTAL/GUARDIAN CONSENT FORM AND LIABILITY WAIVER

PARENT/ADULT NAME: _____ EMAIL: _____

PARTICIPANT'S NAME(S): Please include adult chaperones participating. Use additional forms if needed

NAME: _____ DOB: _____ SCHOOL: _____ GR: _____ GEN: M/F

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ADDRESS/CITY/STATE/ZIP: _____

HOME PHONE: _____ CELL PHONE: _____ ANY ADDITIONAL #: _____

I, _____, grant permission for myself and/or any minors listed above to participate in Snow Tubing at Perfect North Slopes in Lawrenceburg. I understand participants will be tubing on the hill or resting in the Lodge.

I will not hold the Archdiocese of Indianapolis, St. Louis Catholic Church, St. Louis Youth Ministries, chaperones, or representatives associated with the event responsible for any injury incurred during the event and/or during the trip to and from the event. I hereby warrant that, to the best of my knowledge, I/my child is in good health. Further, I agree to assume all responsibility for my health/the health of my child, and all financial responsibility as a result of scheduling necessary emergency medical treatment.

In the event of an emergency, I hereby give permission to transport me/my child to a hospital for emergency medical or surgical treatment. I wish to be advised prior to any further treatment by the hospital or doctor. In the event of an emergency, if I am unable to be reached at the above numbers, please contact:

EMERGENCY CONTACT

NAME/RELATIONSHIP: _____ PHONE: _____

FAMILY DOCTOR: _____ PHONE: _____

Family Health Plan Carrier: _____ Policy Number: _____

Please initial ONE (1) of the following for minors:

_____ I hereby grant permission for nonprescription medication (such as pain reliever, throat lozenges, cough syrup) to be given to my child, if deemed advisable.

_____ No medication of any type whether prescription or nonprescription may be administered to my child unless emergency treatment is required.

Please list any medical conditions we should be aware of: _____

Please note that pictures will be taken at this event. These pictures may be used in future advertising and/or promotions. Pictures may also be uploaded to the parish website or Facebook page. Names will not be used with the pictures unless permission is obtained (i.e. local newspapers, etc.).

Signature

Date

_____ I am willing to help chaperone and have completed Safe and Sacred and a background check.

_____ I can also drive if needed and have room for _____ passengers (not including me). Fee Waived



Assumption of Risk, Waiver of Liability, and Indemnification Agreement

Perfect North Slopes, Inc. (hereafter referred to as PNS) is a recreational snow sports facility that provides recreational opportunities that include, but are not limited to skiing, snowboarding, and snow tubing. We want you to understand that our sports, like other recreational activities, include inherent risks that can never be eliminated regardless of how much emphasis we place on reducing risk.

Definitions: MINOR PARTICIPANT - a child over whom the adult signing this document 1) has guardianship (including a parent) or 2) has assumed responsibility. RESPONSIBLE ADULT – an adult acting in place of and on behalf of said MINOR PARTICIPANTS.

Inherent Risks: PNS feels it is important that all participants (ADULT PARTICIPANTS or MINOR PARTICIPANTS and/or RESPONSIBLE ADULTS) understand the nature of our sports and are aware of, understand, and appreciate the inherent risks involved.

- Skiing and snowboarding risks include, but are not limited to, collisions (with stationary objects such as trees, rocks, stumps, forest growth & debris, lift towers, fences, snowmaking equipment, snow vehicles, signs, and other manmade or natural obstacles; with other skiers/snowboarders); falls; landing awkwardly; over-exertion; failure to successfully complete a movement; loss of control (due to snow/ice conditions such as bare spots, black ice, moguls, terrain features; variations in surface and/or terrain conditions; slope design or modifications; and other hazards, whether manmade or natural, marked or unmarked); use of ski lifts, rope tows, and/or surface conveyor lifts; failure of equipment; and exposure to sometimes frigid conditions.
- Snow tubing risks include, but are not limited to, falling from the tube; collision with others and/or objects at the end of the lane; collision resulting from a tube crossing the lane divider into an adjoining lane; collision resulting from another tuber or group of tubers overtaking the participant; unexpected change of speed due to varying changes in snow conditions; participants having little control of their tube once the slide begins; failure of equipment; and use of surface conveyor lifts.
- Other inherent risks of skiing, snowboarding, and snow tubing include, but are not limited to, erratic or negligent behavior of the participant or of other participants; sudden changes in weather, weather-related occurrences, and acts of nature; and judgment errors by staff (including error in judging the ability of participants, failure to anticipate developing problem situations, and failure to anticipate sudden changes in weather conditions).
- Risks of observing and being on the premises for both the participant and non-participant include, but are not limited to, standing too close to run-out areas; being struck by skis, poles, boards, tubes, or other equipment; being struck by out-of-control skiers, snowboarders, or tubers; slipping and falling (on slick, wet, icy, or uneven spots, in restrooms and other indoor areas); slippery or uneven sidewalks, steps, and outdoor surfaces; and various parking lot hazards such as vehicle traffic and unsure footing.

It is important that all participants (ADULT PARTICIPANTS, MINOR PARTICIPANTS and/or RESPONSIBLE ADULTS) understand that injuries can occur as the result of these inherent risks, which include, but are not limited to muscle strains and sprains, bruises, contusions, abrasions, sunburn, muscle soreness, broken bones, ligament and joint injuries, back and neck injuries, concussions, internal injuries, eye injuries, brain injury; spinal cord and back injuries, heart attack, stroke, and even death.

ASSUMPTION OF INHERENT RISKS: I, the ADULT PARTICIPANT, or MINOR PARTICIPANT(S) and/or RESPONSIBLE ADULT, have read the above paragraphs (or had the risks explained to me) and know that PNS ski, snowboarding, and snow tubing activities contain inherent risks which vary with the activity. I understand the demands of those activities relative to my physical condition and skill level, and I understand the types of injuries that may occur as a result of PNS activities and their potential impact on my well-being, lifestyle, and both current and potential future careers. **I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks.**

WAIVER OF LIABILITY FOR NEGLIGENCE: In consideration of permission for myself and/or MINOR PARTICIPANT(S) to use the PNS property, facilities, and services, today and on all future dates, I, the ADULT PARTICIPANT, or MINOR PARTICIPANT(S) and/or RESPONSIBLE ADULT, on behalf of myself, my spouse, my heirs, personal representatives, assigns, or others making a claim on behalf of myself or a MINOR PARTICIPANT [hereafter referred to as *Releasing Parties*] **do hereby release, waive, discharge, and covenant not to sue PNS**, its owners, directors, officers, employees, members, lessors, lessees, volunteers, independent contractors, equipment providers, and agents, [hereafter referred to as *Protected Parties*] from liability **from any and all claims arising from 1) the NEGLIGENCE** of PNS or other *protected parties*, and/or **from 2) the presence of** myself and/or MINOR PARTICIPANT(S) on the premises of PNS.

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement applies, but is not limited to, any and all of the following:

- Illnesses, personal injury (including death), and/or economic loss to the ADULT PARTICIPANT or MINOR PARTICIPANT(S) and/or RESPONSIBLE ADULT arising from participation in PNS activities (including, but not limited to instructional classes; private instruction; independent skiing, snowboarding, and snow tubing; use of ski lifts, rope tows, and surface conveyor lifts; competitive events; terrain parks; observation; individual use of facilities or equipment; locker room area; cafeteria area; ski rental area; retail shop; administrative area; restrooms; and all premises including the equipment/maintenance areas, sidewalks, steps, roadways and parking lots)
- Any and all claims resulting from the damage to, loss of, or theft of property.
- The release of PNS from any claims and rights that I and/or MINOR PARTICIPANT(S) 1) now have against PNS and/or 2) may have in the future against PNS.

INDEMNIFICATION AGREEMENT: I, the ADULT PARTICIPANT and/or RESPONSIBLE ADULT, **agree to hold harmless, defend, and indemnify PNS** and *Protected Parties* (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) from any and all claims of the *Releasing Parties* arising from an injury or loss by myself or a MINOR PARTICIPANT due to our participation at PNS (including claims arising from the **inherent risks** of PNS activities and those arising from the **NEGLIGENCE** of PNS or *Protected Parties*).

I further agree to hold harmless, defend, and indemnify PNS and *Protected Parties* (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees and related expenses) against any and all claims of co-participants, rescuers, and others arising from the conduct of myself or a MINOR PARTICIPANT in the course of our participation at PNS (including claims arising from the **inherent risks** of PNS activities and those arising from the **NEGLIGENCE** of PNS or *Protected Parties*).

Clarifying Clauses:

- I, the ADULT PARTICIPANT and/or the RESPONSIBLE ADULT, understand that this agreement between myself and PNS cannot be modified or changed in any way by representations or statements by any agent or employee of PNS.
- I also understand that if legal action is brought, the Circuit or Superior Court of Dearborn County, Indiana or The United States District Court for the Southern District of Indiana has the sole and exclusive jurisdiction and that only the substantive **laws of the State of Indiana** shall apply.
- I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by **the laws of the State of Indiana** and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I, the ADULT PARTICIPANT and/or the RESPONSIBLE ADULT **certify the following:**

(Capability Assertions) I certify that the ADULT PARTICIPANT AND/OR MINOR PARTICIPANT(S):

- Possesses a sufficient level of skill and physical fitness for participation in PNS activities.
- Has no health problems that would increase their risk of injury during participation in PNS activities.
- Acknowledges that PNS encourages each participant to get medical clearance prior to participation.
- Acknowledges that it is the participant’s duty to cease activity immediately and inform staff if he/she feels any unusual discomfort or is injured during participation.

(Behavior Agreements) I certify that the ADULT PARTICIPANT AND/OR MINOR PARTICIPANT(S):

- Agree to obey all rules (including the ‘Your Responsibility Code’ and/or the terrain park ‘Smart Style’ program when skiing and/or snowboarding) and alert the staff to any rules violations or dangerous behavior of co-participants.
- Agree to attempt only activities that he or she feels capable of performing without increased risk of injury.
- Agree to obey all posted signs and stay out of prohibited areas.
- Acknowledge that PNS has authority to end my participation if it presents a danger to myself and/or others.

(Emergency Authorizations) I certify that on behalf of myself, and/or the MINOR PARTICIPANT(S):

- I authorize PNS to secure and/or administer emergency first aid, CPR, and use an AED when deemed necessary.
- I authorize PNS to secure emergency medical care or transportation when deemed necessary, and I agree to assume all costs of emergency medical care and transportation.
- I agree to inform PNS of any injury (even minor injuries) prior to leaving the PNS facility.

(Use of Images) I certify that:

- I give permission to PNS to use any photographs, images, or likenesses taken of myself, and/or the MINOR PARTICIPANT(S) in its marketing brochures, ads, videos, or other media.

ACKNOWLEDGEMENT OF UNDERSTANDING: I, the ADULT PARTICIPANT, or MINOR PARTICIPANT(S) and/or RESPONSIBLE ADULT, have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. **I understand that I am giving up substantial rights that might belong to me and/or the MINOR PARTICIPANT(S)** including:

- 1) my right as an ADULT PARTICIPANT to recover damages for any loss I may suffer resulting from my injury or death resulting from participation at PNS;
- 2) my right as a RESPONSIBLE ADULT to recover damages for any loss I may suffer resulting from injury to or death of one or more MINOR PARTICIPANTS resulting from participation at PNS; and
- 3) the right of a MINOR PARTICIPANT to recover damages for any loss he/she might suffer from injury or death resulting from participation at PNS.

I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of all liability for myself, and/or the MINOR PARTICIPANT(S)** due to 1) **negligence** by PNS and the other *Protected Parties* or to 2) the **inherent risks** of PNS activities, to the greatest extent allowed by law in the State of Indiana.

Further, I, the RESPONSIBLE ADULT, assert that 1) I have explained the risks of the activity to the MINOR PARTICIPANT(S); 2) each understands this Agreement; and 3) by my signature below, we knowingly accept and assume the inherent risks of PNS activities.

FOR ADULT PARTICIPANTS: _____
 Name of Adult Participant #1 (Please Print) Signature of Adult Participant #1 Date

 Name of Adult Participant #2 (Please Print) Signature of Adult Participant #2 Date

FOR MINOR PARTICIPANTS:
I certify that I am the parent, legal guardian, and/or an adult acting in place of and on behalf of said MINOR PARTICIPANT(S) listed below, and by my signature agree to be bound by the terms of this agreement:

_____ Name of RESPONSIBLE ADULT (Please Print)			_____ Signature of RESPONSIBLE ADULT			_____ Date		
_____ Name of Minor Participant #1	_____ Date of Birth	_____ Age	_____ Name of Minor Participant #2	_____ Date of Birth	_____ Age	_____ Name of Minor Participant #3	_____ Date of Birth	_____ Age
_____ Name of Minor Participant #3	_____ Date of Birth	_____ Age	_____ Name of Minor Participant #4	_____ Date of Birth	_____ Age	_____ Name of Minor Participant #4	_____ Date of Birth	_____ Age