

4-H Ski Trip

December 29th

**Call ASAP to Reserve Your Spot,
Forms and Deposit Due Dec. 18**

We have planned our annual ski trip to Perfect North Ski Resort in Lawrenceburg, Indiana (just outside of Cincinnati) for our 4-H teens to celebrate a great year in 2015. We will be joining the teens from Scioto County to help us get the group rates and keep costs down. It should be a fun outing and getaway over the holidays. Here are the details for the Ski Trip, please let me know ASAP if you are interested.

You will need to be at the Jackson County Extension Office at 7:30 a.m. Tuesday, December 29 so we can leave by 8 a.m.. We will stop at McDonalds in Mt. Orab on the way for a bathroom and food break. We plan to arrive at the resort by approximately 11:30 a.m. and stay until about 6 p.m. We will then head home, stopping along the way for food. We should arrive back to Jackson around 11 p.m.

This trip is designed to encourage our teens to try something new or master a skill, have fun and celebrate a successful year. We will need to have at least 15 people sign up to go on the trip in order to receive the group rate listed in this letter. If you have parents who are willing to drive and/or chaperone, we usually need a couple.

We will have a volunteer who is coordinating the transportation, so if you have an available adult driver, please let us know and we can pass that information along.

If you don't want to ski, you can also do tubing only. The Ski/Tubing lift ticket also includes tubing and a free group ski lesson.



Ski/Board/Rental (includes Lesson and Tubing) - \$52

or Tubing only (2 hrs) - \$20

Everyone will need at least \$20 in spending money for any food while skiing, and/or snacks etc., on the way to and from. You may also pack snacks and drinks to take with you to Perfect North. They allow you to bring your own food and drinks. Please remember to wear layers, and bring waterproof pants, warm coats, hats and most importantly – warm, weatherproof (or multiple pairs of) gloves! You do not need to go out and buy an expensive new outfit, borrow a friend's or layer and cover with waterproof athletic pants. The key is to be waterproof on the outside layer! If you would like help in raising funds to pay for your trip please contact Erin for some options.

Everyone going on the trip must have a signed ski/board/tube waiver form for Perfect North, as well as a completed Permission to Transport form and health form. **NO FORMS, NO TRIP! Forms are available online at jackson.osu.edu.** If you are interested in attending, please let Erin know as soon as possible so that you will have time to get your forms and get them completed. Completed forms and a \$20 deposit must be turned in by December 18 to hold your spot.

Remember that we are representing the Ohio and Jackson County 4-H programs and should exhibit our best behavior at all times. You are role models and ambassadors for our county and the state! Show everyone how great our 4-H Teens can be. The purpose of this trip is to try new experiences, as well as reward you for a job well-done in 2015! Make it a great one! You guys have been a great group to work with.

If you have any questions, please let me know, dailey.108@osu.edu or 740-286-5044, ext. 25.





Registration Form

I hereby give my permission for my son/daughter _____ to participate in the Junior Leader Trip to Perfect North Ski Resort in Lawrenceburg, Indiana (and surrounding Cincinnati Area) and to ride in a vehicle with 4-H adult volunteer/professional and/or a responsible adult (as determined by the Extension/4-H personnel in charge). I understand that efforts will be made to insure a safe and enjoyable activity, which will be held, but I also understand that an activity such as skiing does create opportunities where accidents or injuries could occur, as well as the inherent risks that are involved with traveling. By signing this form, I am relinquishing the OSU Extension Staff and Volunteers/Drivers of all liability if my child should become injured.

Parent or Guardian Signature

Date

Please check the appropriate package:

Reserve one ski/board & tubing package

at the cost of \$52.00 _____

Reserve one tubing (2 hrs.) package

at the cost of \$20.00 _____

Total Cost _____

Make checks payable to Jackson County Junior Leaders



OSU Extension,
Jackson County
17 Standpipe Rd.
Jackson, Ohio 45640

Phone: 740-286-5044
E-mail: dailey.108@osu.edu
jackson.osu.edu



THE OHIO STATE UNIVERSITY

COLLEGE OF FOOD, AGRICULTURAL,
AND ENVIRONMENTAL SCIENCES

Jackson County Extension embraces human diversity and is committed to ensuring that all research and related educational programs are available to clientele on a nondiscriminatory basis without regard to age, ancestry, color, disability, gender identity or expression, genetic information, HIV/AIDS status, military status, national origin, race, religion, sex, sexual orientation, or veteran status. This statement is in accordance with United States Civil Rights Laws and the USDA.

Keith L. Smith, Associate Vice President for Agricultural Administration; Associate Dean, College of Food, Agricultural, and Environmental Sciences; Director, Ohio State University Extension; and Gist Chair in Extension Education and Leadership. For Deaf and Hard of Hearing, please contact Jackson County Extension using your preferred communication (e-mail, relay services, or video relay services). Phone 1-800-750-0750 between 8 a.m. and 5 p.m. EST Monday through Friday. Inform the operator to dial 740-286-5044. 3/12

Waiver and Permission to Transport Child/Charge
Ohio State University Extension

Child/Charge: _____

Event: Jackson County 4-H Ski Trip **Date:** Dec 29, 2015

Location: Perfect North Ski Resort,
Cincinnati, OH/Lawrenceburg, IN and vicinity

Driver: 4-H Adult Volunteer and/or Responsible Adult (as determined by the
Extension/4-H personnel in charge)

I give permission for my child/charge ("child") to be transported in a motor vehicle driven by the individual identified to an event at the specified location on the date indicated. I understand that my child is expected to follow all applicable laws regarding riding in a motor vehicle and is expected to follow the directions provided by the driver and/or other adult volunteers. I understand that participation in the identified event is not a requirement for participation in the county or state Extension programs.

I have read, understand, and discussed with my child that:

- (1) They will be traveling in a motor vehicle driven by an adult and they are to wear their safety-belt while traveling;
- (2) They are expected to respect each other, the vehicles they ride in, and the people they travel with during the trip;
- (3) Riding in a motor vehicle may result in personal injuries or death from wrecks, collisions or acts by riders, other drivers, or objects; and
- (4) They are to remain in their seats and not be disruptive to the driver of the vehicle.

I recognize that by participating in this activity, as with any activity involving motor vehicle transportation, my child may risk personal injury or permanent loss. I hereby attest and verify that I have been advised of the potential risks, that I have full knowledge of the risks involved in this activity, and that I assume any expenses that may be incurred in the event of an accident, illness, or other incapacity, regardless of whether I have authorized such expenses.

As a condition for the transportation received, I, for myself, my child, my executors and assigns, further agree to release and forever discharge The Ohio State University, its Board of Trustees, The Ohio State University Extension and their agents, officers, employees and volunteers from any claim that I might have myself or that I could bring on my child's behalf with regard to any damages, demands or actions whatsoever, including those based on negligence, in any manner arising out of this transportation.

I have read this entire waiver and permission form, fully understand it, and agree to be legally bound by its terms.

Parent/Guardian Name (please print): _____

Parent/Guardian Signature: _____ Date: _____

Ohio 4-H Health Statement

ALL SIDES of this form MUST be completed for each participant. Minors must have the form completed and signed by a parent/guardian. This information will be kept confidential and used only for the welfare of the participant. PRINT neatly using blue or black ink.

Participant/Member Information:

Name: _____			
(Last)	(First)	(Middle)	
Address: _____			
(Street)	(City)	(State)	(Zip)
Home Phone: _____		County: _____	
Date of Birth: _____		Male/ Female	Age (today): _____

Emergency Contact Information:

Parent/Guardian Name: _____	Parent/Guardian Cell Phone: _____
Other Contact: _____	Other Cell Phone: _____
Other Contact: _____	Other Cell Phone: _____
Physician: _____	Physician Phone: _____
Dentist: _____	Dentist Phone: _____

Health History:

Communicable Diseases:

Provide the date (approximate is acceptable) at which participant has had or was exposed to:

Chicken Pox _____ Measles _____ Whooping Cough _____
 Tuberculosis _____ Mumps _____ Other Communicable Diseases _____

Immunization/Vaccine Record:

☐ To the best of knowledge, the participant is up-to-date on all immunizations which may include, but is not limited to: Diphtheria/Pertussis (Whooping Cough-TDAP), Polio, Measles/Rubella/Mumps (MMR), Haemophilus Influenza (HIB), Varicella (Chickenpox) that are required for school.

☐ The participant has received a Tetanus Booster. Date of last booster: _____

If the participant is not current or up-to-date with immunizations, please complete the Ohio 4-H Immunization Exemption Form.

Medical Instructions: Medications/Allergies, Current/Past Medical Conditions:

Current Medications (Prescribed and Over-The-Counter, Current or Past Medical Treatment):
 (please list additional medications or needs on a separate sheet)

Name of Medication:	Dosage:	Frequency/Instructions:



Check below if the participant is subject to any of the following conditions:

<input type="checkbox"/> Asthma Controlled? yes/no	<input type="checkbox"/> Bronchitis	<input type="checkbox"/> Cramps	<input type="checkbox"/> Fainting	<input type="checkbox"/> Heart Trouble	<input type="checkbox"/> Seizures	<input type="checkbox"/> Sore Throat
<input type="checkbox"/> Athlete's Foot	<input type="checkbox"/> Constipation	<input type="checkbox"/> Diarrhea	<input type="checkbox"/> Frequent Colds	<input type="checkbox"/> Home Sickness	<input type="checkbox"/> Sinusitis	<input type="checkbox"/> Other?
<input type="checkbox"/> Bed Wetting	<input type="checkbox"/> Convulsions	<input type="checkbox"/> Ear Infections	<input type="checkbox"/> Headaches	<input type="checkbox"/> Kidney Trouble	<input type="checkbox"/> Sleep Walking	

Allergies:

If none, please write NONE here: _____

Food allergies: _____

Medication allergies: _____

Serious Ivy, Oak or Sumac Poisoning: What is the prescribed treatment? _____

Serious bee or insect sting reactions: What is the prescribed treatment? _____

NOTE: If participant's allergy may require use of an "EPI-PEN", then the participant must provide the "Epi-Pen(s)" and discuss possible administration with health care professional upon arrival to camp.

Accommodations for Camp:

Please tell us about the accommodations your child may need at 4-H camp:

- ☐ I will be bringing medications to camp (please describe whether they require refrigeration or special storage below).
- ☐ I have dietary restrictions (describe below).
- ☐ I have limited mobility (e.g. crutches, cane, etc.).
- ☐ I have ADHD or a related attention deficit disorder; a visual, hearing, cognitive processing, reading, or a speech impairment. (describe any needs you anticipate at camp and the accommodations you typically receive at school and home below).
- ☐ I require the use of medical equipment that needs electricity (describe below).
- ☐ I require other accommodations not listed above (describe below).
- ☐ I do NOT require any special accommodations (none of the above apply to me).

Description of any past or current physical, mental, or psychological conditions requiring medication, treatment, or special restrictions or considerations while at camp: _____

Description of any camp activities from which my child should be exempted for health reasons: _____

Instructions for Medications:

All prescription drugs must be carried in the container in which they were issued (with medical orders and physician's name intact) and given to the nurse/health director. Other prescription drugs will not be accepted. Only bring the amount needed for your stay at camp.

If you need regular over-the-counter medications, they must be in the original container. Like prescription medications, these medications must be given to the nurse/health director.

All medications will be given as directed on the original package/container. If there are any dosage adjustments, you must bring signed documentation from your physician.

Check medication(s) that participant may receive if deemed necessary and administered by a health professional. Examples of brand names are given in parentheses. Generic or other name brands may be provided:

<input type="checkbox"/> Acetaminophen (ex: Tylenol)	<input type="checkbox"/> Antibiotic Ointment (ex: Neosporin)	<input type="checkbox"/> Decongestant (ex: Sudafed)	<input type="checkbox"/> Poison Ivy Medicine (ex: Calamine Lotion)
<input type="checkbox"/> Aloe Lotion	<input type="checkbox"/> Cough Syrup/Drops	<input type="checkbox"/> Diarrhea Medication (ex: Imodium)	<input type="checkbox"/> Sore Throat Medicine
<input type="checkbox"/> Antacids (ex: Maalox, Tums)	<input type="checkbox"/> Decongestant (ex: Sudafed)	<input type="checkbox"/> Dramamine	<input type="checkbox"/> Sun Screen
<input type="checkbox"/> Antihistamine (ex: Benadryl, Claritin)	<input type="checkbox"/> Diarrhea Medication (ex: Imodium)	<input type="checkbox"/> Laxative (ex: Milk of Magnesia)	<input type="checkbox"/> Swimmer's Ear Medicine
<input type="checkbox"/> Antiseptics	<input type="checkbox"/> Dramamine		

Emergency Medical and Informed Consent/Camp Program Release

I understand that my child, _____ will be a participant in the Ohio 4-H program and I grant permission for him/her to participate in this program and associated activities with the exception of any restricted activities that I have listed below.

I understand that my child is not required to participate in this program, but grant my permission for him/her to do so, despite the potential risks. I recognize that by participating in this program, as with any physical activity, my child may risk personal injury, paralysis and/or death. I understand program participants will be supervised and acknowledge that the 4-H staff and volunteers, OSUE, The Ohio State University, and the 4-H Camp Site are not responsible for any potential injury or illness resulting from my child's participation. I hereby attest and verify that I have been advised of the potential risks, that I have full knowledge of the risks involved and that I assume any expense that may be incurred in the event of an accident, illness, or other incapacity, regardless of whether I have authorized such expenses.

I understand that most program activities are conducted outdoors and that wearing proper dress (e.g., rain gear, warm clothing) is an essential part of the camp safety rules and procedures. I am aware of and have discussed with my child the established safety rules and procedures.

In the case of serious illness or injury of my child, I understand that I will be notified. If I cannot be contacted, unless otherwise specified below, I grant permission to the attending medical professional to secure proper treatment, hospitalize, and/or take any other action deemed necessary for the immediate care of my child.

In consideration of the opportunity for my child to participate in this program, I, acting for my child, myself and our respective heirs, executors, administrators and assigns, agree to assume any and all risks associated with this activity and do hereby release, indemnify and hold harmless The Ohio State University, its Board of Trustees, OSUE, the Ohio 4-H program, the 4-H camping facility, and their respective officers, agents, and employees from any and all liability, damage, and/or claim of any nature resulting from or arising out of my child's participation in this program and its activities.

Restricted activities and/or special notification instructions: _____

_____.

Photo and Video Release

I give permission to The Ohio State University, OSUE, the Ohio 4-H program, and the 4-H camping facility to record and edit into video and/or photographs the likeness, voice, image and video images of my child, _____, and to use all or parts of the video or photographs in print or electronic materials for The Ohio State University, OSUE, the Ohio 4-H program, and 4-H camping facility to promote any and all public awareness for the program(s) in which my child is involved.

Parent/Guardian Printed Name

Parent/Guardian Signature

Date



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 #4

Date of Birth

Age



Equipment Rental Agreement

Definitions: RENTER - means the individual using the rental equipment. UNDERSIGNED - includes the RENTER, and when the RENTER is a Minor it includes such Minor RENTER's parent or legal guardian signing on behalf of himself/herself and on behalf of the Minor RENTER. PNS – Perfect North Slopes, Inc.

EQUIPMENT RENTAL AGREEMENT

I, the UNDERSIGNED, will accept the responsibility for the use and care of the rental equipment and agree that:

- I will not use any rental equipment until I have received instruction on its use and fully understand the equipment's use and function.
- I will accept the rental equipment for use as-is, and care for it while it is in my possession.
- I will reimburse PNS, based on full retail value, for any loss, damage or unreasonable wear & tear of the rental equipment.
- I will use the rental equipment only for the purpose of participating in recreational snow sports activities.
- I will not remove the rental equipment from PNS premises.
- I will not allow anyone else to use the rental equipment issued to me.
- I will not use ski boots for snow tubing.
- I will stop using the rental equipment if it is not functioning properly and immediately return it for inspection, repair, adjustment, or replacement.
- I will stop using a rental helmet immediately, return it, & make a written report if there is 1) an incident while wearing the helmet or 2) the helmet is damaged.

Inherent Risks and Limitations of Rental Equipment:

- As a RENTER of ski rental equipment, I, the UNDERSIGNED, understand there are **injury-prevention limitations of ski bindings**. I understand that although adjustments may be made, ski bindings will not release under all circumstances, nor is it possible to predict every situation in which they release, and are no guarantee of my safety. I further understand that ski bindings do not reduce the risk of any type of injury. I understand that providing inaccurate information regarding my height, weight, age, or skier type may increase risk of injury or death.
- As a RENTER of snowboard rental equipment, I, the UNDERSIGNED, understand there are **injury-prevention limitations of snowboard boot-binding systems**. I understand that snowboard boot-binding systems will not ordinarily release during use, nor are they specifically designed or intended to release as a result of forces during ordinary operation, and are therefore no guarantee of my safety.
- As a RENTER of a rental helmet, I, the UNDERSIGNED, understand there are **injury-prevention limitations of helmets**.
 - I understand that a helmet may help reduce or mitigate the severity of head injuries, but is no guarantee of my safety.
 - I understand that 1) a helmet has a limited shock absorption capability; 2) even when a helmet is worn, serious injury or death can result from both low and high-energy impacts, and 3) a helmet will not protect me against the unavoidable and inherent risks in recreational snow sports.
 - I understand 1) that the helmet does not protect against trauma to any other part of my body, including but not limited to my neck, face, and spine; and 2) that these limitations are unavoidable and are inherent risks of any activity in which the helmet will be used.
 - I understand that in order to function at its full capacity, the helmet must fit correctly. I understand that 1) when I fasten the chinstrap and shake my head there should be no significant movement of the helmet and 2) at rest, the helmet should feel comfortably snug. I assert that I will not accept the rental helmet unless I am satisfied that it does fit correctly.

Acknowledgement of Understanding: I, the RENTER or the Parent/Legal Guardian of the Minor RENTER, certify the following by my signature:

- I understand that RSS have inherent risks which 1) can result in injury or death and 2) cannot be eliminated; I recognize, understand, and freely assume those inherent risks including those that are related in any way to the use of rental equipment.
- I understand that equipment designed to reduce the incidence of injuries does not guarantee safety.
- I understand that Ski and Snowboard Bindings as well as helmets can malfunction and have limited injury-prevention value.
- I fully understand the limitations, function, and instructions regarding the correct use of the rental equipment.
- I agree to make no misrepresentations of my height, weight, age, or skier type, and understand that providing inaccurate information may increase my risk of injury or death.
- I agree that if any part of this agreement is found to be invalid or unenforceable, the remainder shall be given full force and effect. I further agree that only the laws of the State of Indiana shall apply in the construction or application of this agreement and that any legal action must be brought in the Circuit or Superior Court of Dearborn County or the United States District Court for the Southern District of Indiana.
- I have full legally binding authority and understand that these agreements are legally binding on myself and/or the Minor RENTER.

I have read both this Equipment Rental Agreement and the signed Assumption of Risk/Waiver of Liability/Indemnification Agreement and fully understand the effect of these agreements. 1) I agree to the terms of these agreements; 2) I understand that the signed Assumption of Risk/Waiver of Liability/Indemnification Agreement also applies to the use of PNS rental equipment; and 3) I understand that I am releasing legal rights of mine and/or the Minor RENTER.

I further acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of all liability for myself and/or the Minor RENTER** due to 1) **negligence** by PNS and its owners, directors, officers, employees, members, lessors, lessees, volunteers, independent contractors, equipment providers, and agents; and/or 2) the **inherent risks** of RSS activities and the use of PNS rental equipment, to the greatest extent allowed by law in the State of Indiana. *Further, I assert that 1) I have explained the risks of RSS activities and use of rental equipment at PNS to the Minor RENTER; 2) he/she understands this Agreement; and 3) by our signatures below, we knowingly accept and assume the inherent risks of RSS activities and the risks of using rental equipment.*

Name of RENTER (Please Print)

Signature of RENTER

Date

PARENT/LEGAL GUARDIAN of Minor RENTER (Please Print)

Signature of PARENT/LEGAL GUARDIAN of Minor RENTER

Date