2013/14
SKIING / SNOWBOARDING / TUBING
GROUP WAIVER

812-537-3754 or 513-381-7517 FAX: 812-537-3352

I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.

I am familiar with and will adhere to "YOUR RESPONSIBILITY CODE":
A. Always stay in control, and be able to stop or avoid other people or objects.
B. People ahead of you have the right of way. It is your responsibility to avoid them.
C. You must not stop where you will obstruct a trail, or are not visible from above.
D. Whenever starting downhill or merging into a trail, look uphill and yield to others.
E. Always use devices to help prevent runaway equipment.
F. Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
G. Prior to using any lift, you must have knowledge and ability to load and unload safely.
This is a partial list. Be safety conscious.

I am aware that the sport of snow skiing/boarding/tubing involves **numerous risks of injury or death**, including but not limited to, injury due to loss of control; falls; the failure of skiers/snowboarders/sliders to ski/ride/tube within their own abilities; use of ski lifts; collisions with or falls resulting from trees, rocks, lift towers, fences, snowmaking equipment, snow vehicles, signs, other skiers/snowboarders/sliders and other manmade or natural obstacles. I understand that I may encounter obstacles that are inherent in the sport, including but not limited to, bare spots, variations in snow, ice and terrain including bumps, moguls, terrain features, stumps, forest growth and debris, rocks, and other slope hazards or obstacles whether they are marked or unmarked, manmade or natural, or a result of slope design or modifications. I understand and agree that Perfect North Slopes, Inc. shall have no duty to warn me of or to remedy any natural or manmade risks, dangers or hazards. I agree that, as a skier/snowboarder/slider, **I have responsibilities to myself and to others to ski/ride/tube safely and in control**. I also understand and agree that it is important to my safety to pay attention while loading, riding and unloading ski lifts, and I agree that I will not attempt to load, ride or unload a lift unless familiar with the proper way to do so. I understand that I am voluntarily choosing to participate in the sport of snow skiing/boarding/tubing at Perfect North Slopes, Inc. with knowledge of the aforesaid risks of injury or death involved and hereby expressly agree to accept and assume all such risks of injury or death associated with the sport of snow skiing/boarding/tubing.

As lawful consideration for being permitted by Perfect North Slopes, Inc. to participate in the sport of snow skiing/boarding/tubing, **I hereby release from any and all legal liability and agree not to sue or make a claim against, and to indemnify, defend and hold harmless** Perfect North Slopes, Inc., and all of its owners, officers, members, agents and employees, its lessors and lessees for any and all claims for damage, injuries, death to myself or any person or property, including all defense costs, attorney's fees, and other expenses of any type, without limitations, caused by or resulting from my participation in the sport of snow skiing/boarding/tubing or other alpine activities while on the premises, whether such costs, damage, injury or death was caused by their negligence or from any other cause. I further release and give up any and all claims and rights that I may now have against Perfect North Slopes, Inc. This releases all claims, including those of which I am not aware and those not mentioned in this release. This release applies to claims resulting from anything which has happened up to now.

I agree that if any portion of this agreement is determined to be unenforceable by a court of law, all other parts of the agreement shall remain in full force and effect. I further agree that any claim I may bring against Perfect North Slopes, Inc. shall be filed in the Circuit or Superior Court of Dearborn County, the State of Indiana and I further agree that only the laws of the State of Indiana shall apply in the construction or application of this agreement.

I understand that all poles and/or flags, signage, and covers on equipment or objects or other forms of marking devices are used by the resort to inform me of the presence or location of a potential obstacle or hazard. These markers are no guarantee of my safety and will not protect me from injury. It is part of my responsibility under "Your Responsibility Code" to avoid all such obstacles or hazards, including those that are so marked.

I understand and agree that any number of conditions, natural or otherwise, may prevent Perfect North Slopes, Inc. from offering full use of all equipment and facilities. Perfect North Slopes, Inc. does not warrant or guarantee that all of its lifts, terrain or other facilities will be open or available to the public. No refunds, partial or complete, will be provided if any lifts, terrain or other facilities, which I may desire to use, are not open or available. I understand that the purchase of a lift ticket does not guarantee availability of rental equipment or lessons.

If renting equipment, I accept for use as is the rental equipment and accept full responsibility for the care of the equipment while it is in my possession, and agree to reimburse Perfect North Slopes, Inc. for any loss or damage other than reasonable wear resulting from use. If renting skis, I understand that the ski bindings furnished are bindings designed to reduce the risk or degree of injuries from falling, and that despite the fact that adjustments have been made, I also understand that the bindings will not release under ALL circumstances and are no guarantee of my safety. If renting a snowboard, I understand that the boot/binding system will not ordinarily release during use, nor is it specifically designed or intended to release as a result of forces during ordinary operation, and it is therefore absolutely no guarantee of my safety. If renting a helmet, I understand that a helmet may help reduce the risk of some types of injuries and recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn. I understand that no helmet can protect the user against every foreseeable impact to the head and skiing/snowboarding/tubing present situations which surpass the limits of protection offered by the helmet. In the event of any incident while wearing the helmet or damage otherwise inflicted upon the helmet, I agree to immediately cease use, return it to Perfect North Slopes Rental Dept. and provide a written report describing the incident.

I furthermore release Perfect North Slopes, Inc. from any liability for damage and injury to myself or to any person or property resulting from the negligence, selection or adjustment by the rental shop and the use of this equipment by me, accepting myself the full responsibility for any and all damage or injury. I will make no misrepresentations with regard to my height, weight, age or skiing/snowboarding ability.

I have carefully read this agreement and fully understand its contents and the terms. I am aware that **I am releasing certain legal rights** that I otherwise may have and I enter into this legal contract of my own free will. This contract shall be legally binding upon me, my heirs, my estate, assigns, legal guardians and my personal representatives, and in the event that **I am signing on behalf of any minors, that I have full authority to do so**, realizing its binding effect on them as well as myself. I agree to indemnify, defend and hold harmless Perfect North Slopes, Inc. and all of its owners, officers, members, agents and employees, its lessors and lessees for any claim, suit, loss or expenses, including actual attorney fees and costs, without limitations, which arises out of the participation or presence at Perfect North Slopes, Inc. of minor on whose behalf I am signing. **I agree that any use of the lift ticket or Perfect North Slopes, Inc. facilities confirms absolutely my agreement to be bound by all these terms and others posted**, whether I obtained the lift ticket myself or it was provided to me by someone else. This ticket is non-transferable and will not be replaced if lost or stolen. Perfect North Slopes, Inc. management retains the right to revoke tickets without refund if holder commits an act on premises that endangers the safety of his/herself or other persons. As a condition of holding a Perfect North Slopes lift ticket, renting equipment, and being permitted to use any and all of the facilities of the area, **I further agree to assume all risk of personal injury or loss or damage to any of my property.**

Name: *(please print)*	***Parent/Guardian signature for minors under 18.***	
1. _____	*Signature:* _____	*Date:* _____
2. _____	*Signature:* _____	*Date:* _____
3. _____	*Signature:* _____	*Date:* _____
4. _____	*Signature:* _____	*Date:* _____
5. _____	*Signature:* _____	*Date:* _____

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