



# Spring Carnival Participation Agreement

**Definitions:** PARTICIPANT - is the individual participating and/or competing in the race program or event. UNDERSIGNED - includes the PARTICIPANT, and when the PARTICIPANT is a Minor it includes said Minor PARTICIPANT's parent or legal guardian signing on behalf of himself/herself and on behalf of the Minor PARTICIPANT. PNS – Perfect North Slopes, Inc. RSS – Recreational Snow Sports Participation – includes the inspection, practice, training, competition, and participation.

## SPRING CARNIVAL PARTICIPATION AGREEMENT

I, the UNDERSIGNED, will accept the responsibility of my participation in a Spring Carnival Event and agree that:

- I agree that any program and/or event in which I participate will be voluntary and of my own free will.
- I acknowledge the inherent risks of skiing, snowboarding, and risks unique to the event.
- I understand that my participation in an event may involve additional inherent risks of personal injury and/or equipment damage and may significantly increase my risk of sustaining serious personal injury or death.
- I agree to be physically fit and have no medical conditions or allergies that may affect my ability to participate, and will not participate should I be advised otherwise.
- I will perform within my own abilities.
- I agree to assume the risks of personal injury or death and I agree that I am solely responsible for my own safety while participating in any and all activities.
- I agree to visually and physically inspect the features, area of use, and adjacent areas prior to participation as well as on occasion throughout the day as conditions may change.
- I agree that I will not utilize any run, course or facility for any training, practice or competition without first conducting my own thorough visual inspection of the run, course or facility.
- I agree to observe others on the course and when possible, check with them for feedback.
- I agree and understand that I assume the risk of all site conditions including but not limited to weather conditions, snow conditions, course construction, and layout.
- I further agree to assume all risks which may result should I ski/snowboard out of control or in violation of any applicable law, regulation or ordinance or of any posted signs, rules or regulations of PNS.
- I agree to keep deliberate and conscious control of my physical body, both on the ground and in the air, while properly using my equipment in variable weather, snow, and terrain conditions.
- I understand that my physical condition, speed, controlled balance, body movements, alignment, trajectory, and maneuver difficulty will directly affect my desired outcome.
- I agree to read and obey all posted signage, instructions, and warnings, all verbal and non-verbal instructions and warnings.
- I agree to abide by any and all event rules and guidelines, which have been established or may be established during an event.
- I will remove myself from participation if I observe any hazard during my presence, participation, and will bring such to the attention of the nearest staff member immediately.

**Inherent Risks of Participating in the Pond Skimming Event:** As a PARTICIPANT in the pond skimming event, I, the UNDERSIGNED, understand the following:  
I understand and agree that my participation in a pond skimming event may be more hazardous than general skiing and snowboarding, as it may contain risks and dangers including but not limited to: skiing/riding over water, traveling at high rates of speed, maneuvering over water, being submerged in cold water, skiing around gates, negotiating around and/or over terrain features, jumping or other aerial maneuvers, changing weather and snow conditions, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by skiers/riders or equipment, exceeding one's own abilities, fencing and finish area markers, conditions and variations in the condition of the adjacent areas; other guests using the area; the presence of spectators, collisions with other participants, officials, spectators, barriers, tools or other event related equipment. These inherent risks present a substantial additional risk of permanent catastrophic injury or death.

**Inherent Risks of Participating in the Cardboard Box Race Event:** As a PARTICIPANT in the cardboard box race event, I, the UNDERSIGNED, understand, acknowledge, and agree:  
that the risks and dangers of the Activities may be increased by a variety of factors, including, but not limited to, the number of participants and spectators, variable and changing surface conditions, marked and unmarked obstacles, conditions and design of the course and finish area, snow, ice, sun, wind, fog and other weather conditions, natural and man-made obstacles, the condition and construction of Participant's craft and crafts of other participants, the actions of Participant, spectators and other participants directly or indirectly involved in the Activities, dehydration, fatigue, and acts of God. that he/she may be injured by the craft itself or some part of it, and by the way the craft was designed and/or constructed.

that participation in the Activities is EXTREMELY DANGEROUS, that there are no completely safe ways to ride a piece of cardboard or a craft constructed of cardboard, particularly on snow or ice, and that cardboard crafts do not stop easily and may be extremely difficult to steer. that the risk of injuries increases to the extent that participants have used drugs and/or alcohol, do not observe craft construction guidelines or regulations and/or are not physically capable of participating in the Activities.

that my participation in a cardboard box race may be more hazardous than general skiing and snowboarding. These inherent risks present a substantial additional risk of permanent catastrophic injury or death.

**Inherent Risks of Participating in the Firehose Race at PNS:** As a PARTICIPANT in a racing program and/or event, I, the UNDERSIGNED, understand the following:  
I understand and agree that my entry into and use of a race course and the elements it contains may be more hazardous than skiing and snowboarding outside of a course, as it may contain risks and dangers including but not limited to: changing weather and snow conditions, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by skiers/riders or equipment, exceeding one's own abilities, fencing and finish area markers, conditions and variations in the condition of the adjacent areas; other guests using the area; the presence of spectators.

**Acknowledgement of Understanding:** I, the PARTICIPANT or the Parent/Legal Guardian of the Minor PARTICIPANT, 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 my participation in a carnival event.
- I understand that carnival event participation may be more hazardous than recreational skiing and snowboarding.
- I understand that personal training, coaching, instruction, supervision and enforcement of rules by PNS, its officers, directors, volunteers, employees, contractors, together with affiliated entities involved in the conduct of the event (including, but not limited to, local ski clubs, competition organizers, race officials, volunteers, fellow participants, and sponsors) do not and cannot guarantee my safety.
- I understand that having a PNS employee present does not lessen the amount or severity of the risks of the event or activity.
- 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 PARTICIPANT.

**I have read both this Carnival Event Participation 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 participation in any race program or event; and 3) I understand that I am releasing legal rights of mine and/or the Minor PARTICIPANT.**

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 PARTICIPANT** 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 participation in a carnival event, 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 participation in a carnival event at PNS to the Minor PARTICIPANT; 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 participation in the carnival event.*

\_\_\_\_\_  
Name of PARTICIPANT (Please Print)

\_\_\_\_\_  
Signature of PARTICIPANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
PARENT/LEGAL GUARDIAN of Minor PARTICIPANT (Please Print)

\_\_\_\_\_  
Signature of PARENT/LEGAL GUARDIAN of Minor PARTICIPANT

\_\_\_\_\_  
Date

Revision 03151