



Carnival Event Participation Agreement

Definitions: PARTICIPANT - is the individual participating and/or competing in the Spring Carnival events (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.

CARNIVAL EVENT PARTICIPATION AGREEMENT

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

- I agree that any 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 ski/snowboard.
- 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 to and from the event, inspecting the event area, training for this event, or participating in any and all activities in the event area.
- 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, area or facility for any training, practice or competition without first conducting my own thorough visual inspection of the run, course, area or facility.
- I agree to observe other participants 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, event area arrangement, 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 understand that a helmet is recommended at all times during my participation in the 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 Carnival Events at PNS: As a PARTICIPANT in a carnival event, I, the UNDERSIGNED, understand the following:

I understand and agree that my entry into and use of an event area and the elements it contains may be more hazardous than skiing and snowboarding outside of the event area, as it may contain risks and dangers including but not limited to injury or death due to: changing weather and snow conditions, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects, vehicles, spectators, participants, staff, or structures; being struck by skiers/riders/participants, event objects, or equipment; lack of control and/or speed management issues; exceeding one's own abilities; submersion in cold water; exposure to cold temperatures, drowning, water surface impact, or collisions with the edge of the pond; fencing and finish area markers, conditions and variations in the condition of the adjacent areas; other participants 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 an event.
- I understand that 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 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 an 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 an 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 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 241