



Terrain Park Event Participation Agreement

Definitions: PARTICIPANT - is the individual participating and/or competing in the special 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 Freestyle Terrain – includes terrain parks, terrain features and elements, terrain gardens, and freestyle courses. Participation – includes the inspection, practice, and participation of the event.

TERRAIN PARK EVENT PARTICIPATION AGREEMENT

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

- I agree that any event in which I participate and my choice of maneuvers will be voluntarily and of my own free will.
- I acknowledge the inherent risks of skiing, snowboarding, freestyle skiing / snowboarding, and / or risks unique to the event.
- I understand that freestyle skiing and/or freestyle snowboarding and 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 skiing/boarding to and from the course, inspecting the course, practicing for this event, or participating in any and all activities in the area.
- I agree to visually and physically inspect the park, features, elements, areas of use, and adjacent areas prior to using them and throughout the day as conditions may change.
- I agree to observe others on all features 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 and snow conditions, course construction or layout and obstacles.
- 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 recommendations 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 agree to select the appropriate freestyle terrain, features, and elements for me based on my knowledge my level of ability.
- I understand that my physical condition, speed, controlled balance, body movements, alignment, trajectory, and maneuver difficulty will directly affect my desired outcome.
- I understand that inverted maneuvers are not recommended, and that attempting said maneuvers may increase my risk of personal injury or death.
- I agree to read and obey all posted signage, instructions, and warnings.
- I agree to obey 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 the event.
- I agree to wear a helmet at all times during practice and participation in the event.
- I will remove myself from participation if I observe any hazard during my presence, practice, or participation, and will bring such to the attention of the nearest official immediately.

Inherent Risks of Terrain Park Events at PNS: As a PARTICIPANT in an event involving jumps and/or rails, I, the UNDERSIGNED, understand the following:

I understand and agree that my entry into and use of the Freestyle Terrain Park and the elements and features it contains may be more hazardous than skiing and snowboarding outside of the park, as it may contain risks and dangers including but not limited to: features, elements, jumps, rails, boxes, and other features constructed out of a variety of materials in various configurations and locations; steepness and configuration of the terrain, terrain parks, jumps, ramps, features and elements; park design, construction, layout, maintenance, and obstacles; a collision with rails, race course gates, fencing and finish area markers, and/or markers indicating terrain features or finish areas; features that are rutted, icy, bumpy, and/or of varying conditions throughout the day; conditions and variations in the condition of the adjacent areas; other guests using the park; spectators; the ability to become airborne when using the various features and the subsequent landing which creates the possibility of serious injury and or death from using the various features.

I understand that having a PNS employee present does not lessen the amount or severity of the risks of the event or activity.

I consent the use by PNS of any pictures (video or print) for commercial purposes, or otherwise, of me in connection with the activities of PNS.

As a condition of being permitted to participate – portions of which may be (but are not guaranteed to be) televised, and in consideration of any opportunity to compete and for other goods and valuable consideration, I grant PNS and other official sponsors their parent companies, their successors and assigns to utilize my appearance, name, voice, and likeness (if at all) in connection with the event / activity in any and all manner and media throughout the world in perpetuity. PNS and any other participating sponsors will have the irrevocable and perpetual right, but not the obligation, to use, as they may desire, all still and motion pictures and recordings that such entities may make of Participant or Participant's voice during any event that Participant practices for and/or participates in, including the right to use Participant's name, likeness and biographical information in connection with the advertising, publicizing, exhibiting and exploiting PNS and any other participating sponsors or such event(s), in whole or in part, in any manner whatsoever, by any and all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe.

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 practice or participation in a terrain park event.
- 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 Terrain Park 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 practice and participation in any event in a terrain park or involving freestyle terrain; 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 practice and participation in the 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 practice and participation in the 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