

Youth Ministry Ski Trip

The St. Isidore Youth Ministry Ski Trip is set for February 18, 2018, to Perfect North Slopes in Lawrenceburg, IN, phone number 513-381-7517, website www.perfectnorth.com.

The cost of the trip is **\$60.00 per** participant. This includes transportation, lift ticket, and equipment rental (skis or snowboards and you can alternate) along with free ski or snowboarding lessons (*this is optional but highly encouraged*). If you plan to take your own equipment please indicate on the sheet, and enclose a check for \$45.00. The bus will depart St. Aloysius Church parking lot at 4:00 a.m. Approximate return time is 9:00 p.m.

In addition to the cost of the trip, the youth are responsible for their breakfast at McDonalds, and lunch at Perfect North, and any additional snacks during the day. They can bring their own sack lunch and any snacks if they prefer. Soda and water will be provided throughout the day at the slopes. A meal before coming home of sandwiches and chips will be served. The bus will not stop on the way home.

Three documents (St Isidore Permission Slip, Perfect North Waiver of Liability, Perfect North Equipment Rental Agreement) **are to be completed and returned along with payment by February 11, 2018**. One of the forms is for parish records and Perfect North Slopes requires the other two. Please return the forms and payment to Brenda Kroeger, 10366 N. 2000th St. Dieterich, IL 62424. Please make checks payable to St. Isidore Youth Ministry.

Please dress in layers and bring dry clothes for the ride home.

If you have any questions please call.

Thank you,

Andy & Maria Zumbahlen 821-9324 m.zumbahlen@sheff.org

Bruce & Peggy Probst (217) 536-9244 pprobst@threez.com

Gary & Brenda Kroeger 925-5362 or 821-5362 bkroeger@dieterichbank.com

St. Isidore Parish Permission Form

Dear Parent or Guardian,

Your son/daughter is invited to participate in a church activity requiring transportation to a location away from the church buildings. This activity will take place under the guidance and supervision of adults from St. Isidore Parish. A brief description of the activity follows.

Name of Event: ***Ski Trip***

Destination: ***Perfect North Slopes in Lawrenceburg, IN***

Date & Time of Departure: ***Sunday, February 18, 2018, at 4:00 a.m. from St. Aloysius Parish Center***

Date and Anticipated Time of Return: ***Sunday, February 18, 2018, at approximately 9:00 p.m.***

Method of Transportation: ***Jasper County School Bus – Roger Bierman, bus driver***

Participant Cost: **\$60.00** (checks payable to St. Isidore Youth Ministry)

Forms and checks are due by February 11, 2018. Please return the form to Brenda Kroeger, 10366 North 2000th St. Dieterich, IL 62424

We request that _____ be allowed to attend the field trip on _____ to _____ departing at _____ and returning _____.

We understand that all rules of conduct and standard of behavior as deemed by St. Isidore and the Diocese of Springfield will apply to this activity and have been discussed with our child.

We further understand that parents must assume all responsibility and liability for their child while traveling to, from, and during the trip. The signature below indicates that we will assume that responsibility and liability.

In consideration for allowing the Participant to participate in the above activity, I do hereby for myself, my spouse and Participant hold harmless the Diocese of Springfield in Illinois, St. Isidore Parish, their agents, employees, offices, drivers, coaches, organizers, chaperones, and any other volunteers from all liability, claims, and judgments for injuries to, or medical fees, hospital bills or doctor bills of the Participant incurred as a result of participation in this activity. We also understand and agree that any property the Participant may bring on this activity is brought at his/her own risk.

As a parent of _____, I designate all matters of discipline and emergency decisions to the chaperones and hereby release them from liability or accident. In case of illness or accident of my child, I hereby authorize chaperones to obtain necessary treatment. I also understand that if emergency treatment or surgery is necessary, the chaperones will attempt to notify me to obtain my approval. In the event that efforts to contact my designee or me are unsuccessful, I hereby authorize the attending physician to administer any treatment, including surgery, which he/she deems necessary.

Home Phone _____ Work Phone _____

Emergency Name _____ Phone # _____

Insurance Co. _____ Certificate # / Policy # _____

Your signature below indicates that you have read the information regarding the consent for medical treatment and release of liability and you agree with, accept and acknowledge these provisions.

Parent Signature _____ Date _____

Please circle which activity you plan to participate in at Perfect North Slopes: Skiing Snowboarding

I am interested in chaperoning: _____ Yes _____ No _____ Maybe



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