

NORTH DEANERY SKI TRIP

Sunday, January 6th, 2019

Perfect North Slopes

Lawrenceburg, IN



Who: All Students in Grades 7-12

When: Sunday, January 6th, 2019

Meet at St. Matthew for 7:30am Mass.

Return to St. Matthew approximately 8:00pm.

Where: Perfect North Slopes

Cost: Early Bird Registration: \$85 due by Monday, November 19th

Regular Registration: \$100 due by Monday, December 3rd

(Both Registration costs include ski/snowboard rental, helmet rental, lift ticket, tubing, and bus ride)

Make all checks payable to CHRIST THE KING

Things to Remember:

- Dress in layers and for the weather! You will get warmer the longer you ski/snowboard/tube.
- Bring a change of clothes for the bus ride home.
- Bring money for meals at the ski lodge or a sack meal and snacks.
- There will be NO STOPS to and from Perfect North Slopes.

Disclaimer:

Due to weather conditions, we cannot guarantee this trip will happen on the scheduled date.

If cancelled due to weather, trip may be rescheduled. You will receive your ski ticket money back if you cannot make the rescheduled date, and we will do our best to sell your seat on the bus.

If it is cancelled, and there is no make-up date possible, you will be refunded the ski ticket plus partial bus fee, depending on cancellation fees from the bus company.

**Be sure to fill out all attached permission slips and waivers to
YOUR YOUTH MINISTER NO LATER THAN MONDAY, DECEMBER 3rd!!**

We need chaperones! Please let your Youth Minister know if you can come
and whether you need rental equipment.



NDYMA – TRAVEL EVENT GUIDELINES 2018-2019

SKI TRIP **Name of Participant:** _____ **D.O.B.** ____/____/____

You are representing the Archdiocese of Indianapolis and your parish during this event and we expect you will represent us well. We expect that you will display mature and responsible behavior, which for many years has been the trademark of Catholic youth.

Some Expectations:

- All participants are expected to arrive on time.
- All participants are expected to demonstrate common courtesy and respect at all times. Inappropriate language/behavior will not be tolerated.
- Socializing should always be done in public areas.
- Dress should reflect the value of modesty. Writing on clothing should reflect Christian values.
- The possession or consumption of any alcoholic beverage and/or possession/use of any illegal drug by an individual is not permitted.
- Smoking is not permitted.
- Weapons and drug paraphernalia are not allowed.
- If under the age of 18, prescription drugs need to be given to an adult for storage and distribution.
- All participants must follow the transportation rules and regulations set forth by the Archdiocese of Indianapolis; of which will be announced and enforced upon departure of the event, and must be followed for the duration of the event. Any rule that is not followed will result in parents being contacted and your bus seat being reassigned next to a chaperone.
- Infraction of these rules can mean immediate dismissal with no refund.

I understand and agree to this behavior code. I also understand and agree that at any time of an infraction requiring my dismissal, I am responsible for my removal from the premises and any costs involved.

I also understand and agree that my parents or guardians will be notified at the time of an infraction requiring my dismissal. My parents or guardians will be responsible for my removal from the premises and any costs involved.

****Youth Signature:** _____ **Date:** _____

I request that my child, _____ be allowed to participate in the **Perfect North Ski Trip on January 6, 2019** and hereby release and indemnify The North Deanery Youth Ministers, its staff, volunteers and the Archdiocese of Indianapolis, from any and all liability from claims of any kind or nature whatsoever from my child's participation in this event.

I understand that I will be notified at the time of any major infraction by my child, which will result in his/her dismissal from the event. I will also be required to pick up my child from the event at the time of the infraction.

I grant the permission of First Aid to be given to my student by the people in charge of the event, and those transporting my child to and from the program as their judgement deems advisable, and to make the necessary referrals to qualified physicians for treatment of illness or accidents of a more serious nature. I understand I will be promptly notified in the event of any serious illness or accident and prior to any major surgery, except when delay in such communication would endanger life. In case of medical emergency, I understand that every effort will be made to contact the parent/guardian of the participant. In the event that I cannot be reached, I hereby give permission to the physicians selected by the adult staff to hospitalize, secure proper treatment for and to order injection, anesthesia or surgery, if deemed necessary for my child.

Insurance Company Name: _____

Name of Policy Holder: _____

Policy Number: _____ Group Number: _____

Authorized Physician: _____ Phone Number: _____

Any Medical Conditions/Allergies _____

Parent Name(s): _____

Parent Cell Phone Number(s): _____

Parent Email Address(es): _____

****Parent Signature:** _____ **Date:** _____

I can Chaperone: _____ I am Safe & Sacred trained: _____ I have a Background Check on file: _____

I am able to Ski and chaperone on the slopes: _____ I will be a Lodge Parent: _____



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		