



# 2011/12 PASS/CARD WAIVER

Office Use Only

The issuance of this pass/card is subject to the following terms & conditions

812-537-3754 or 513-381-7517 FAX: 812-537-3352

I am familiar with and will adhere to "YOUR RESPONSIBILITY CODE":

- A. Always stay in control, and be able to stop or avoid other people or objects.
  - B. People ahead of you have the right of way. It is your responsibility to avoid them.
  - C. You must not stop where you will obstruct a trail, or are not visible from above.
  - D. Whenever starting downhill or merging into a trail, look uphill and yield to others.
  - E. Always use devices to help prevent runaway equipment.
  - F. Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
  - G. Prior to using any lift, you must have knowledge and ability to load and unload safely.
- This is a partial list. Be safety conscious.

I am aware that the sport of snow skiing/boarding/tubing involves **numerous risks of injury or death**, including but not limited to, injury due to loss of control; falls; the failure of skiers/snowboarders/sliders to ski/ride/tube within their own abilities; use of ski lifts; collisions with or falls resulting from trees, rocks, lift towers, fences, snowmaking equipment, snow vehicles, signs, other skiers/snowboarders/sliders and other manmade or natural obstacles. I understand that I may encounter obstacles that are inherent in the sport, including but not limited to, bare spots, variations in snow, ice and terrain including bumps, moguls, terrain features, stumps, forest growth and debris, rocks, and other slope hazards or obstacles whether they are marked or unmarked, manmade or natural, or a result of slope design or modifications. I understand and agree that Perfect North Slopes, Inc. shall have no duty to warn me of or to remedy any natural or manmade risks, dangers or hazards. I agree that, as a skier/snowboarder/slider, **I have responsibilities to myself and to others to ski/ride/tube safely and in control.** I also understand and agree that it is important to my safety to pay attention while loading, riding and unloading ski lifts, and I agree that I will not attempt to load, ride or unload a lift unless familiar with the proper way to do so. I understand that I am voluntarily choosing to participate in the sport of snow skiing/boarding/tubing at Perfect North Slopes, Inc. with knowledge of the aforesaid risks of injury or death involved and hereby expressly agree to accept and assume all such risks of injury or death associated with the sport of snow skiing/boarding/tubing.

As lawful consideration for being permitted by Perfect North Slopes, Inc. to participate in the sport of snow skiing/boarding/tubing, **I hereby release from any and all legal liability and agree not to sue or make a claim against, and to indemnify, defend and hold harmless** Perfect North Slopes, Inc., and all of its owners, officers, members, agents and employees, its lessors and lessees for any and all claims for damage, injuries, death to myself or any person or property, including all defense costs, attorney's fees, and other expenses of any type, caused by or resulting from my participation in the sport of snow skiing/boarding/tubing or other alpine activities while on the premises, whether such costs, damage, injury or death was caused by their negligence or from any other cause.

I agree that if any portion of this agreement is determined to be unenforceable by a court of law, all other parts of the agreement shall

remain in full force and effect. I further agree that any claim I may bring against Perfect North Slopes, Inc. shall be filed in the Circuit or Superior Court of Dearborn County, the State of Indiana and I further agree that only the laws of the State of Indiana shall apply in the construction or application of this agreement.

I understand that all poles and/or flags, signage, and covers on equipment or objects or other forms of marking devices are used by the resort to inform me of the presence or location of a potential obstacle or hazard. These markers are no guarantee of my safety and will not protect me from injury. It is part of my responsibility under "Your Responsibility Code" to avoid all such obstacles or hazards, including those that are so marked.

The pass/card being issued is valid for the current season only, remains the property of Perfect North Slopes, Inc. and may be revoked or terminated on the breach of any of the provisions of this agreement. I understand that fraudulent use of this pass/card by me and/or others, or misrepresentation of my status making me ineligible for the pass/card I have applied for, will result in criminal prosecution, and is grounds for terminating and revoking the pass/card without refund. Perfect North Slopes, Inc. reserves the right to require identification at any time.

Passes/cards/tickets are non-assignable and non-transferable. (The only exception being the Perfect Bonus Pack which is a transferable pass.) I will not allow any other person to use the pass/card at any time. If I do so, I understand and agree Perfect North Slopes, Inc. can revoke and terminate the pass/card without refund. Refunds will be issued only in the event of an injury and prorated based on a 12-week season. Any unused visits/validations are considered forfeited. I agree that lift tickets may not be resold.

In the event the pass/card is lost, stolen, broken or rendered unrecognizable, I will immediately notify Perfect North Slopes, Inc. I agree to pay \$50 for a replacement of my Perfect Season Pass. All other passes/cards will be subject to a \$20.00 replacement fee. I agree to pay a \$5.00 fee if I forget my pass/card. A \$10.00 handling fee will be assessed for any changes made to passes/cards. All debit cards will be charged a \$10.00 maintenance fee on any remaining balance on April 1, one year from issue.

I understand and agree that any number of conditions, natural or otherwise, may prevent Perfect North Slopes, Inc. from offering full use of all equipment and facilities. Perfect North Slopes, Inc. does not warrant or guarantee that all of its lifts, terrain or other facilities will be open or available to the public. No refunds, partial or complete, will be provided if any lifts, terrain or other facilities, which I may desire to use, are not open or available. I understand that the purchase of a pass/card/lift ticket does not guarantee availability of rental equipment or lessons.

If renting equipment, I accept for use as is the equipment and accept full responsibility for the care of the equipment while it is in my possession, and agree to reimburse Perfect North Inc. for any loss or damage other than reasonable wear resulting from use. If renting skis, I understand that the ski bindings furnished are designed to reduce the risk or degree of injuries from falls and that despite the fact that adjustments have been made, I understand that the bindings will not release under ALL circumstances and are no guarantee of my safety. If renting a snowboard, I understand that the boot/binding system will not ordinarily release during use. If renting a helmet, I understand that a helmet will help reduce the risk of some types of injuries and recognize that serious injury or death can result from both low and high energy impacts, even if the helmet is worn. I understand that no helmet can protect the user from every foreseeable impact to the head and skiing/snowboarding situations which surpass the limits of protection offered by a helmet. In the event of any incident while wearing the helmet or otherwise inflicted upon the helmet, I agree to immediately cease use, return it to Perfect North Slopes Rental Dept. and provide a written report describing the incident.

I furthermore release Perfect North Slopes, Inc. from all liability for damage and injury to myself or to any person or property resulting from the negligence, selection or adjustment by the renter and the use of this equipment by me, accepting myself full responsibility for any and all damage or injury. I will not misrepresentations with regard to my height, weight, age or snowboarding ability.

I have carefully read this agreement and fully understand the contents and the terms of the purchased pass/card. I am aware and **am releasing certain legal rights** that I otherwise may have and I enter into this legal contract of my own free will. This contract shall be binding upon me, my heirs, my estate, assigns, legal guardians, personal representatives, and in the event that **I am signing on behalf of any minors, that I have full authority to do so**, realizing its effect on them as well as myself. I agree to indemnify, defend and hold harmless Perfect North Slopes, Inc. and all of its owners, officers, members, agents and employees, its lessors and lessees for any and all claims for damage, expenses or loss which arises out of the participation or presence of Perfect North Slopes of minor on whose behalf I am signing. I understand the condition of holding my Perfect North Slopes pass/card, equipment, and being permitted to use any and all of the facilities on the premises, **I further agree to assume all risk of personal injury or damage to any of my property.**

Passholder/Cardholder Name: (please print)

Signature required for each Passholder/Cardholder 18 years and over. Parent/Guardian signature required for minors under 18.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Signature: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_