



Assumption of Risk Waiver of Liability, and Indemnification Agreement

Outdoor Excursions, Inc. (hereafter referred to as OEI) is an independent corporation operating a recreational snow sports facility, Koteewi Run Seasonal Slopes, that provides recreational opportunities that include, but are not limited to, snow tubing, cross-country/Nordic skiing, and snow shoeing. 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: OEI 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.

- 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; collisions 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 have little control of their tube once the slide begins; failure of equipment; and use of conveyer lifts.
- Cross Country/Nordic Ski and Snow Shoeing risks, include, but are not limited to, collisions (with stationary objects such as trees, rocks, stumps, forest growth & debris, fences, snowmaking equipment, buildings/shelters, snow vehicles, signs, and other manmade or natural obstacles; with other skiers/snow shoe participants); 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, terrain features; variations in surface and/or terrain conditions; trail design or modifications; and other hazards, whether manmade or natural, marked or unmarked); failure of equipment; and exposure to sometimes frigid conditions.
- Other Inherent Risks of Snow Tubing, Cross Country/Nordic Skiing, and Snow Shoeing 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 the run-out areas, being struck by skis, poles, tubes, or other equipment; being struck by out-of-control skiers, snow shoe participants, 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, frost bite, hypothermia, muscle soreness, broken bones, ligament and joint injuries, back and neck injuries, concussions, internal injuries, eye injuries, brain injury; spinal cord and back injuries, hear 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 OEI snow tubing, cross country/Nordic ski, and snow shoeing 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 type of injuries that may occur as a result of OEI 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.*** (Initial Here) _____

WAIVER OF LIABILITY: In consideration of permission for myself and/or MINOR PARTICIPANT(S) to use the OEI 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 OEI, its owners, directors, officers, employees, members, lessors, lessees, volunteers, independent contractors, equipment providers, and agents, [hereafter referred to as *Protected Parties*] from any and all liability of any kind or character whatsoever, whether foreseen or unforeseen, whether under theories of Negligence, Breach of Contract, or Otherwise.** (Initial Here) _____

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 OEI activities (including, but not limited to instructional classes; private instruction; independent cross country/Nordic skiing, snow shoeing, and snow tubing; use of snow tubing lifts; competitive events; observation; individual use of facilities or equipment; lounging area; ski/snowshoe/tube rental area; administrative area; restrooms; and all premises including storage/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 OEI from any claims and rights that I and/or MINOR PARTICIPANT(S) 1) now have against OEI and/or 2) may have in the future against OEI.



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INDEMNIFICATION AGREEMENT: I, the ADULT PARTICIPANT and/or RESPONSIBLE ADULT, agree to hold harmless, defend, and indemnify OEI and *Protected Parties* (that is, defend and pay any judgment and costs, including investigations 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 MINOR PARTICIPANT(S) due to our participation at OEI (including claims arising from the **inherent risks** of OEI activities and those arising from the **NEGLIGENCE** of OEI or *Protected Parties*). I further agree to hold harmless, defend, and indemnify OEI 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(S) in the course of our participation at OEI (including claims arising from the **inherent risks** of OEI activities and those arising from the **NEGLIGENCE** of OEI or *Protected Parties*). **Initial Here:** _____

Clarifying Clauses:

- I, the ADULT PARTICIPANT and/or the RESPONSIBLE ADULT, understand that this agreement between myself and OEI cannot be modified or changed in any way by representations or statements by any agent or employee of OEI.
- I also understand that if legal action is brought, the Circuit or Superior Court of Hamilton 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 OEI activities.
- Has not health problems that would increase their risk of injury during participation in OEI activities.
- Acknowledges that OEI 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") when snow tubing, cross country/Nordic skiing, or snow shoeing 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 OEI 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 OEI to secure and/or administer emergency first aid, CPR, and use an AED when deemed necessary.
- I authorize OEI 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 OEI of any injury (even minor injuries) prior to leaving the OEI facility.

(Use of Images) I certify that:

- I give permission to OEI 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.

Initial Here: _____

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 injury or death resulting from participation at OEI;



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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 OEI; 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 OEI.

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 OEI and the other *Protected Parties* or to 2) the **inherent risks** of OEI activities, to the greatest extent allowed by the 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 OEI activities.

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

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.

_____	_____	_____	_____	_____
RESPONSIBLE ADULT (Please Print)	Signature of RESPONSIBLE ADULT	Date		
_____	_____	_____	_____	_____
Minor Participant #1 Date of Birth	Age	Minor Participant #2 Date of Birth	Age	
_____	_____	_____	_____	_____
Minor Participant #3 Date of Birth	Age	Minor Participant #4 Date of Birth	Age	