



Assumption of Risk, Waiver of Liability and Indemnification Agreement

The Banks and its program **Snow Banks at The Banks**, is a recreational snow event that includes, but are not limited to sledding, and snow tubing. We want you to understand that snow 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: The Banks 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 and sledding risks include, but are not limited to, falling from the tube/sled; collision with others and/or objects at the end of the lane; collision resulting from a tube/sled crossing the lane divider into an adjoining lane; collision resulting from another tuber/sledder or group of tubers/sledders overtaking the participant; unexpected change of speed due to varying changes in snow conditions; participants having little control of their tube/sled once the slide begins; failure of equipment; and use of surface conveyor lifts.
- Other inherent risks of sledding 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 runout areas; being struck by sleds, tubes, or other equipment; being struck by out-of-control sledders 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 The Banks sledding 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 The Banks 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 Banks 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 The Banks**, 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 The Banks or other protected parties, and/or **from 2) the presence of myself and/or MINOR PARTICIPANT(S)** on the premises of The Banks.

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 The Banks activities (including, but not limited to sledding and snow tubing; use of any surface conveyor lifts; competitive events; terrain parks; observation; individual use of facilities or equipment; 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 The Banks from any claims and rights that I and/or MINOR PARTICIPANT(S) 1) now have against The Banks and/or 2) may have in the future against The Banks.

INDEMNIFICATION AGREEMENT: I, the ADULT PARTICIPANT and/or RESPONSIBLE ADULT, **agree to hold harmless, defend, and indemnify The Banks** 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 The Banks (including claims arising from the **inherent risks** of The Banks activities and those arising from the **NEGLIGENCE** of The Banks or *Protected Parties*). **I further agree to hold harmless, defend, and indemnify The Banks** 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 The Banks (including claims arising from the **inherent risks** of The Banks activities and those arising from the **NEGLIGENCE** of The Banks or *Protected Parties*).

Clarifying Clauses:

- I, the ADULT PARTICIPANT and/or the RESPONSIBLE ADULT, understand that this agreement between myself and The Banks cannot be modified or changed in any way by representations or statements by any agent or employee of The Banks.
- I also understand that if legal action is brought, the Circuit or Superior Court of Hamilton County, Ohio or The United States District Court for the Southern District of Ohio has the sole and exclusive jurisdiction and that only the substantive **laws of the State of Ohio** 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 Ohio** 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 The Banks activities.
- Has no health problems that would increase their risk of injury during participation in The Banks activities.
- Acknowledges that The Banks 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 sledding and/or tubing) 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 The Banks 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 The Banks to secure and/or administer emergency first aid, CPR, and use an AED when deemed necessary.
- I authorize The Banks 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 The Banks of any injury (even minor injuries) prior to leaving The Banks facility.

(Use of Images) I certify that:

- I give permission to The Banks 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:

- 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 The Banks;
- 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 The Banks; and
- the right of a MINOR PARTICIPANT to recover damages for any loss he/she might suffer from injury or death resulting from participation at The Banks.

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 The Banks and the other Protected Parties or to 2) the **inherent risks** of The Banks activities, to the greatest extent allowed by law in the State of Ohio.

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 The Banks activities.

FOR ADULT PARTICIPANTS:

Name (First/Last) of Adult Participant #1 (Print)	Signature of Adult Participant #1	Date	Email

Name (First/Last) of Adult Participant #2 (Print)	Signature of Adult Participant #2	Date	Email

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 (First/Last) of RESPONSIBLE ADULT (Print)	Signature of RESPONSIBLE ADULT	Date	Email

Name of Minor Participant #1	Date of Birth	Age		Name of Minor Participant #3	Date of Birth	Age

Name of Minor Participant #2	Date of Birth	Age		Name of Minor Participant #4	Date of Birth	Age