

Fargo Area Catholic Churches: Youth Liability Waiver

Ski Trip to Andes Tower Hills

General Information

Participant's Name: _____ D.o.B: _____ Age: _____ Sex: _____

Parish: _____ Parish City: _____

Home Address: _____ Home Phone: _____

Cell Phone: _____ E-mail: _____

I, _____, grant permission for my child listed above to participate in Encounter
(Parent/Guardian Name)

Retreat event which requires transportation to and from St. John's (Wahpeton). This activity will take place under the guidance and direction of parish employees and volunteers from the Diocese of Fargo. A brief description follows:

Type of event: Fargo Area Catholic Churches Ski Trip to Andes Tower Hills

Location of event: Andes Tower Hills 4505 Andes Road, Kensington, MN

Individual(s) in charge: Melissa Hund-Cerna, Director of Youth Ministry

Date of event: Monday, February 16

Cost for Event: \$80. Payment is due with registration. Please make checks to Nativity Church of Fargo

Liability Waiver

PARENT/GUARDIAN, ON BEHALF OF THE CHILD, HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS CAMP, including by way of example and not limitation, any risks that may arise from negligence or carelessness on part of the persons or entities being released, from dangerous or property owned, maintained, or controlled by them, or because of their possible liability without fault.

Parent/Guardian acknowledges that this Accident Waiver and Release of Liability Form will be used by Nativity Church of Fargo and the Diocese of Fargo, its officers, directors and agents, chaperones, or representatives associated with the activity, and that it will govern my actions and responsibilities at said activity.

Parent/Guardian, on behalf of the child, heirs, executor and assigns, I hereby:

- (A) WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: Nativity Church of Fargo and The Diocese of Fargo, and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;
- (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the aforementioned entities or persons from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

Parent/Guardian acknowledges that Nativity Church of Fargo and The Diocese of Fargo and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

Parent/Guardian understands while participating in this activity, that my child may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

This waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND CONTRACT AND I SIGN IT OF MY OWN FREE WILL. BY SIGNING MY NAME BELOW, I AGREE TO THE ABOVE TERMS AND CONDITIONS.

Parent/Guardian Signature: _____ Date: _____

Medical Matters (I hereby warrant that to the best of my knowledge, my child is in good health.)

The Diocese of Fargo will take reasonable care to see that the following information will be used only for its intended purpose shall not be released to a third party unless necessary for medical treatment of the child.

A. Emergency Medical Treatment:

In the event of an emergency, I hereby give permission to transport my child to a hospital for emergency medical or surgical treatment. I wish to be advised prior to any treatment by the hospital or doctor. In the event of an emergency where I am unable to make a decision please contact:

Name & Relationship: _____ Phone: _____

Family Doctor: _____ Phone: _____

Family Health Plan Carrier: _____ Policy: _____ Group: _____

B. Medications:

_____ **Initial Here if:** My child is taking medications at present time: My child will bring all such medications necessary, and such medications will be well labeled. Names of medications and concise directions, including dosage and frequency of dosage, are as follows: _____

_____ **Initial Here if:** No medication of any type, whether prescription or non, may be administered to my child unless the situation is life threatening and emergency treatment is required.

_____ **Initial Here if:** I hereby grant permission for non-prescription medication to be given to my child, if deemed appropriate.

C. Special Medical Information:

Allergic reactions (medications, foods, plants, insects, etc.): _____

Immunizations: Date of last tetanus/diphtheria immunization: _____

Does child have a medically prescribed diet? _____

Any physical limitations? _____

Has child recently been exposed to contagious disease or conditions, such as mumps, measles, chicken pox, etc.? If so, date and disease or condition: _____

You should be aware of these special medical conditions of my child: _____



2025-2026 RENTAL SLIP

PLEASE FILL IN ALL SHADED AREAS & PLEASE PRINT

Are you with a scheduled group? ☐ Yes ☐ No

If so, Group Name: _____

HELMET

No. _____ Tech. _____

Name: _____

Address: _____ Sex: M F

City: _____ State: _____ Zip: _____

Phone: _____

☐ I choose NOT TO RENT A HELMET even though one is available to me and its use is **STRONGLY RECOMMENDED**.

Type of Rental: ☐ Regular Ski ☐ High Performance Ski
☐ Helmet ☐ Snowboard ☐ Cross Country

If you are Skiing... Type of Skier:

☐ (1) Cautious ☐ (2) Moderate ☐ (3) Aggressive

If you are Snowboarding... Type of Snowboarder:

☐ Regular (Left Foot Forward) ☐ Goofy (Right Foot Forward)

Boot Size
Full Size Only

Age

Height
Ft. In.

Weight
lbs.

Ski or Board Size	Ski/Board #	\$
Boot Size	Boot Length	\$
	Tech Rep:	
		Helmet \$
Total	OFFICE USE ONLY	\$
DIN		
Left Ski Toe	Right Ski Toe	
Left Ski Heel	Right Ski Heel	
Tech Rep _____		

1) USER ACKNOWLEDGMENTS:

- I have been truthful in giving my height, weight, age, and ability.
- I accept this equipment "AS IS."
- I agree not to transfer any rental equipment to any other user. In the event I do transfer any part of the equipment in violation of this agreement I agree to indemnify Andes Tower Hills, Inc. against any claim, demand, losses, or damages arising out of the unauthorized use of this equipment.
- I will be responsible for the replacement at full retail value of any equipment not returned to Andes Tower Hills, Inc. I acknowledge my obligation to return this equipment by the same date as rented in clean condition and agree to pay for any repairs in the event the equipment is damaged beyond normal wear and tear.

PLEASE READ & SIGN THE ENTIRE AGREEMENT ON BACK PAGE →

• **ALPINE SKI EQUIPMENT:** I understand that the ski boot/binding system will not release at all times or under all circumstances, that it is not possible to predict every situation in which the system will release, and the system is no guarantee that the user will not be injured.

• **SNOWBOARDING, CROSS COUNTRY & SNOWSHOE EQUIPMENT:** I understand that the snowboard, cross country, & snowshoe boot/binding system is not designed or intended to release and will not release under normal circumstances. I understand that as the snowboard, cross country, & snowshoe boot/binding system is a non-release system, it will not reduce the risk of injury during a fall.

• **HELMET:** I understand that in order to function at its full capacity, this helmet must fit correctly. I agree that Andes Tower Hills, Inc. has supplied a helmet that fits me properly. When I fasten the chinstrap and shake my head, there is no significant movement of the helmet and at rest it feels comfortably snug. I fully understand all instructions on the correct use and function of the helmet. I understand that a helmet designed for Recreational Snow Sports use will help reduce the risk of some types of injuries to the user. I recognize that serious injury or death can result from both low- and high-speed impacts, even when a helmet is worn. I understand that no helmet can protect the user against every foreseeable impact to the head, and that Recreational Snow Sports present unavoidable and inherent risks of injury which surpass the limits of protection offered by this helmet. I understand that this helmet does not protect against trauma to any other part of my body, including my neck, face, and spine. In the event of any accident while wearing the helmet or damage otherwise inflicted upon the helmet, I agree to immediately cease use, return it to the rental facility, and provide a written report describing the incident.

2) **EXPRESS ASSUMPTION OF RISK:** I UNDERSTAND AND ACCEPT that skiing and snowboarding in its various forms (the "Activities") are DANGEROUS and involve certain risks that cannot be eliminated regardless of the care taken to avoid injuries. The inherent risks associated with the Activities include, but are not limited to: loss of control; collisions with other persons; collisions with natural and man-made objects, whether padded or unpadded (including, without limitation, trees, rocks, stumps, holes, forest growth, downed timber, fences, posts, padded and non-padded barriers, lift equipment and towers, rope tows, light poles, snowmaking equipment, signs, buildings, and paved, wooden, gravel and dirt roads and walkways); collisions with over-snow vehicles (including, without limitation, groomers, snowmobiles, and utility or all-terrain vehicles); encountering marked and unmarked terrain features (including, without limitation, snowmaking mounds, moguls, jumps, ramps, half-pipes, rails, boxes, and other freestyle and terrain park features); encountering ice, bare spots, and debris; changes and variation in terrain and slope; changes and variation in weather, snow, surface, and lighting conditions; slips and falls on ice and snow; errors in loading, riding, or unloading a lift (including, without limitation, misloading, being struck by a chairlift, becoming entangled with equipment, and falling from a chairlift); and possible equipment failure and/or malfunction, including lift equipment and my own or rented or borrowed equipment. I ACKNOWLEDGE AND ACCEPT that Andes Tower Hills has no duty to protect me from the above risks or any other risks inherent to the Activities. I UNDERSTAND AND ACCEPT that such risks may cause **SERIOUS INJURY** including **PERMANENT DISABILITY, OR DEATH**, and **EXPRESSLY AND VOLUNTARILY ASSUME** all such risks, accepting for myself **FULL RESPONSIBILITY** for any loss or damage I may sustain.

3) **RELEASE OF LIABILITY:** I AGREE TO RELEASE ANDES TOWER HILLS, INC., including its owners, officers, directors, managers, employees, agents, volunteers, successors, and assigns (the "Releasees"), from liability for Releasees' own NEGLIGENCE. I understand that this means I am waiving my right to sue Releasees for any personal injury, disability, death, or property damage I may sustain in relation to my use of ANDES TOWER HILLS, INC. premises and facilities, use of rental equipment, or my participation in the Activities caused by Releasees' own negligent acts or omissions. I agree that this release applies to and is binding on any minor for whom I sign. I further agree to pay all costs and expenses, including attorneys' fees, incurred by Releasees in connection with any claim brought by or on behalf of me or any minor for whom I sign, in violation of this release of liability.

4) **INDEMNIFICATION:** I AGREE TO INDEMNIFY AND HOLD THE RELEASEES HARMLESS from liability for claims for personal injury, disability, death, or property damage arising out of my own negligence or the negligence of any minor for whom I sign, even if such claim also arises from or is alleged to arise from Releasees' own negligence. This includes paying all judgments, interests, costs and expenses, including attorneys' fees, incurred by Releasees in connection with any claim arising out of my own negligence or the negligence of any minor for whom I sign, even if such claim also arises or is alleged to arise from Releasees' own negligence.

5) **MY RESPONSIBILITIES:** I AGREE to follow and be bound by "YOUR RESPONSIBILITY CODE," promulgated by the National Ski Areas Association and posted by ANDES TOWER HILLS, INC.

6) **MISCELLANEOUS PROVISIONS:** If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable, all other parts will be given full force and affect. All matters arising out of or relating to this Agreement or my participation in the Activities will be governed by the laws of the State of Minnesota, and exclusive jurisdiction thereof will be in the district court residing in and for Douglas County, Minnesota.

PARTICIPANT ACKNOWLEDGMENT AND SIGNATURE

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING MY RIGHT TO SUE THE RELEASEES FOR THEIR OWN NEGLIGENCE. I VOLUNTARILY SIGN WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Participant Name (Print):

Signature:

Date:

FOR PARTICIPANTS UNDER THE AGE OF 18

PARENT/ AUTHORIZED ADULT ACKNOWLEDGMENT AND SIGNATURE

I AM THE PARENT OF THE MINOR NAMED ABOVE, OR AM AUTHORIZED TO SIGN ON BEHALF OF THE MINOR. I DESIRE FOR THE MINOR NAMED ABOVE TO PARTICIPATE IN THE ACTIVITIES AND BELIEVE IT IS IN HIS/HER/THEIR BEST INTEREST TO DO SO. I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. BY SIGNING BELOW, I GIVE THE MINOR NAMED ABOVE PERMISSION TO PARTICIPATE IN THE ACTIVITIES WITH THE UNDERSTANDING AND INTENTION THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE BINDING ON ME AND THE MINOR ON WHOSE BEHALF I AM SIGNING, INCLUDING THE EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY FOR RELEASEES' OWN NEGLIGENCE, AND INDEMNITY AGREEMENTS.

Parent/ Authorized Adult Name (Print)

Signature:

Date:



**2025-2026 Winter Activities Day Pass Agreement Assumption
of Risk, Release of Liability, and Indemnification**

**PLEASE READ CAREFULLY BEFORE SIGNING
This Agreement Affects Your Legal Rights**

In consideration for purchasing a lift ticket, and as a condition of being permitted to use Andes Tower Hills, Inc. premises and facilities, including for Alpine Skiing, Snowboarding, Snowskating, Nordic Skiing, Snow Biking, and/or Fat Tire Biking (the "Activities"), the individual(s) named below (referred to as "I" or "me") agree to all of the terms and conditions set forth in this Agreement.

1) **EXPRESS ASSUMPTION OF RISK:** I UNDERSTAND AND ACCEPT THAT THE ACTIVITIES ARE DANGEROUS and involve certain risks that cannot be eliminated regardless of the care taken to avoid injuries. The inherent risks associated with the Activities include, but are not limited to: loss of control; collisions with other persons; collisions with natural and man-made objects, whether padded or unpadded (including, without limitation, trees, rocks, stumps, holes, forest growth, downed timber, fences, posts, padded and non-padded barriers, lift equipment and towers, rope tows, light poles, snowmaking equipment, signs, buildings, and paved, wooden, gravel and dirt roads and walkways); collisions with over-snow vehicles (including, without limitation, groomers, snowmobiles, and utility or all-terrain vehicles); encountering marked and unmarked terrain features (including, without limitation, snowmaking mounds, moguls, jumps, ramps, half-pipes, rails, boxes, and other freestyle and terrain park features); encountering ice, bare spots, and debris; changes and variation in terrain and slope; changes and variation in weather, snow, surface, and lighting conditions; slips and falls on ice and snow; errors in loading, riding, or unloading a lift (including, without limitation, misloading, being struck by a chairlift, becoming entangled with equipment, and falling from a chairlift); and possible equipment failure and/or malfunction, including lift equipment and my own or rented or borrowed equipment. I ACKNOWLEDGE AND ACCEPT that Andes Tower Hills has no duty to protect me from the above risks or any other risks inherent to the Activities. I UNDERSTAND AND ACCEPT that such risks may cause **SERIOUS INJURY** including **PERMANENT DISABILITY, OR DEATH**, and **EXPRESSLY AND VOLUNTARILY ASSUME** all such risks, accepting for myself **FULL RESPONSIBILITY** for any loss or damage I may sustain.

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3) **INDEMNIFICATION:** I AGREE TO INDEMNIFY AND HOLD THE RELEASEES HARMLESS from liability for claims for personal injury, disability, death, or property damage arising out of my own negligence or the negligence of any minor for whom I sign, even if such claim also arises from or is alleged to arise from Releasees' own negligence. This includes paying all judgments, interests, costs and expenses, including attorneys' fees, incurred by Releasees in connection with any claim arising out of my own negligence or the negligence of any minor for whom I sign, even if such claim also arises or is alleged to arise from Releasees' own negligence.

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Participant Name (Print):	Signature:	Date:	Age:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**FOR PARTICIPANTS UNDER THE AGE OF 18
PARENT/ AUTHORIZED ADULT ACKNOWLEDGMENT AND SIGNATURE**

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Parent/Authorized Adult Name (Print):	Signature:	Date:
_____	_____	_____

