

Custodial Waiver for NCSY Events

As legal guardian, I hereby grant permission for _____ to attend the NCSY sponsored event **Winter Regional Ski Retreat 2017**, from February 16-20, 2017. My child and I are familiar with the NCSY standards of conduct (see www.NCSY.org/Standards) and we understand that if my child violates the standards or does not exercise good judgment in his/her behavior at the event, NCSY has the right to dismiss my child without refund and discuss any disciplinary problems experienced at the event with the administration of my child's school at NCSY's discretion. I am aware that I will be held responsible for any damage to public or private property that NCSY states my child caused and agree to fully reimburse all parties involved. I further acknowledge that NCSY, at its discretion, may request that my child voluntarily undertake a non-physician administered test for drugs and alcohol, and that refusal to take such a test voluntarily or a positive result obtained from such a test will also serve as grounds for immediate dismissal. In the event of my child's dismissal, I acknowledge that it is my responsibility to secure immediate transportation home for my child at my sole expense. In the event I am unable to secure immediate transportation, I grant permission for NCSY to arrange transportation at my sole expense. I consent to this transportation even if unchaperoned and I agree to fully reimburse NCSY for any expenses incurred within one week of the event.

Concerning my child's medical needs, NCSY may provide over-the-counter medication (Tylenol, Advil, Kaopectate, Benadryl, etc.) as deemed necessary. I understand that this does not require NCSY to provide medical treatment. I have advised NCSY of any over the counter medications which may not be administered to my child. I certify that my child is fully capable of participating in all activities associated with this event, and that my child has no unreported physical or mental disabilities or infirmities that would restrict full participation. I understand that in case of emergency, every effort will be made to contact me or my emergency contact. If we cannot be reached, I give permission to the physician or EMT selected by NCSY to hospitalize, secure proper treatment for, and to order injection, anesthesia, or surgery for my child. I agree to reimburse immediately and/or accept primary financial responsibility for the total cost of all medical care provided to my child.

I acknowledge and am willing to assume and accept any risks associated with my child's participation in any aspect of this event, and I agree that the terms of this waiver will likewise bind me, my child, my heirs, legal representatives, and assignees. I release and will defend, indemnify, and hold harmless the Orthodox Union, NCSY, its directors, owners, agents, employees, and volunteers ("releasees") from every claim and any liability that I or my child may allege against the releasees (including reasonable legal fees and costs) as a direct or indirect result of harm to my child while s/he is in the care of NCSY.

I grant permission for NCSY to use in their promotional materials any photograph or video images of my child which may be taken at the event and I accept that NCSY will not be responsible for any "lost and found" items that remain unclaimed after 30 days.

Signed: _____

Printed Name: _____

Date: _____

If necessary, you may also email a clear bright picture of the waiver (in actual size).

MINOR LIABILITY RELEASE & PERMISSION FORM

MINOR NAME: _____ BIRTH DATE: _____

I, _____, give my son/daughter permission to participate in snow sports at Ober Gatlinburg, Inc. without myself being present and to use my VIP Pass (if applicable). I understand that although I am not personally present, I am responsible for my child and any actions taken by him/her, and that Ober Gatlinburg, Inc. and Gatlinburg Aerial Tramway, Inc. are not providing a child care service. I give the representatives of Ober Gatlinburg, Inc. permission to refrain my child from participating in snow sports in the event of any disciplinary actions.

I further understand that snow sports is a recreational activity that continually challenges the human spirit. Natural and man-made obstacles are part of the challenge of man against the mountain and the elements, but collisions with other snow sports participants or objects can cause permanent, catastrophic injury or death. I assume and understand that snow sports are a hazardous sport, the bare spots, variations in snow, ice and terrain along with bumps, moguls, stumps, forest growth and debris and rocks and many other hazards or obstacles exist within the ski area. In using the lift ticket and participating in snow sports at this area, such dangers are recognized and accepted whether they are marked or unmarked. I am aware that trail conditions vary constantly because of weather changes and snow sport participant use and that snowmaking and snowgrooming may be in progress at any time. I realize that falls and collisions do occur and injuries may result. I am knowledgeable that Tennessee has an assumed risk law and assume the burden for my child's snow sports participation under control at all times.

By allowing my child to rent equipment at Ober Gatlinburg, Inc. I agree to the following:

1. I accept for use as is the equipment issued and also accept responsibility for the care of the equipment while it is in my child's possession.
2. I agree that my child will return all rental equipment by the agreed date in clean condition to avoid any additional charges.
3. I agree to reimburse Ober Gatlinburg, Inc. for any loss or damage of any kind other than reasonable wear, which results from the use of the equipment.
4. I understand that there are inherent and other risks involved in snow sports, for which the equipment is to be used, and injuries are common and an ordinary occurrence of the sport, and I freely assume those risks.
5. I understand that the ski-boot-binding-system will not release at all times or under all circumstances, nor is it possible to predict every situation in which it will release and it therefore is no guarantee for the safety of the user. I freely assume all risk of injury or harm associated therewith.
6. I hereby release and indemnify Ober Gatlinburg, Inc. from any and all liability and injury to my child or any person or property resulting from the selection, adjustment and use of the equipment, accepting myself the full responsibility for any and all such damage or injury which may result.

I, the undersigned, have read, understand and accept the preceding statements in their entirety. I agree that my minor child will cooperate with Ober Gatlinburg, Inc. regulations. I will accept full responsibility for any resulting injuries and therefore absolve Ober Gatlinburg, Inc., Gatlinburg Aerial Tramway, Inc., their representatives, employees, agents, officers and directors from any and all liability and claims while my child is unsupervised on Ober Gatlinburg, Inc. or Gatlinburg Aerial Tramway, Inc. premises.

Parent/Legal Guardian Signature: _____

Printed Name: _____

Home Phone: _____ Cell Phone: _____

Emergency Name: _____ Emergency #: _____

Does your child have any medical problems, allergies, or is he/she on any medication? If yes, please explain:

I PLAN ON (CHECK ONE) ☐ SKIING ☐ SNOWBOARDING ☐ SNOW TUBING

☐ I UNDERSTAND THAT FOR SNOWBOARDERS THERE IS AN ADDITIONAL \$10 RENTAL FEE WHICH SHOULD BE PAID DIRECTLY TO THE RENTAL OFFICE AT THE SKI RESORT. (Former amount was \$30 but has been reduced to \$10)

Only for those going Snow tubing

SNOW TUBING RELEASE FORM



Ober Gatlinburg SNOW TUBING RELEASE

I accept responsibility of the care of the snow tube while in my use.

I understand the inherent risk and the potential for injury involved in snow tubing. These risks may include, but are not limited to, changes in snow conditions, variations in steepness, terrain, obstacles both natural and manmade, and collisions with other tubers. I am aware that weather and snow conditions change constantly, and that snowmaking and grooming are part of normal operating procedures. I understand that due to the inherent risk of snow tubing and despite the best efforts of Ober Gatlinburg, Inc. serious or fatal injury may occur.

By signing this agreement, I hereby release and indemnify Ober Gatlinburg, Inc. for any loss or damages arising out of the aforementioned injuries resulting from snow tubing. I further promise to bind myself, my heirs, administrators and executors to repay Ober Gatlinburg, Inc. any sum of money they may hereafter be compelled to be paid because of future claims by my minor child. I understand that snow tubing is included in the Tennessee Ski Area Liability Act as an assumed risk activity.

I also agree to give Ober Gatlinburg, Inc. permission to use my photograph and/or images in its promotional materials and publicity efforts.

Notwithstanding the above, if I sue Ober Gatlinburg, I agree that I will only sue it, whether on my own behalf or on behalf of a family member, in the State or Federal Court of Tennessee. I further acknowledge and understand that this agreement shall be governed solely by the laws of the State of Tennessee. I agree that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

Name of Snow Tuber: _____

I have read and understand the above release. Date: _____ Contact Phone # _____

Print Name: _____ Signature: _____

Address: _____ City: _____ State: _____ Zip: _____

IF UNDER 18: Parent/Guardian Signature: _____ Birth Date of Minor: _____

