

Pearson 6th Grade Center Winter Ski Trip

Dear Parents,

Shakopee's sixth grade students get the exciting opportunity to spend a school day skiing with peers and their teachers at Highland Hills in Bloomington. This is part of a program offered by the Minnesota Ski Association. Here are the benefits of this ski trip:

- Provide students an opportunity to try something new. Developmentally this is very important for 6th grade age students. They are at an age where they are figuring out what they like, who they are, and how to use their free time. When we provide and foster positive options for meeting these developmental needs it gives our students the best chance for success.
- This is a character and confidence building experience for our students. It gives students a chance, both literally and figuratively, to fall, get back-up and try again.
- Having this experience with team members and staff members helps promote friendships and team bonding. Common experiences help build our team.
- Students are introduced to a new activity in a safe environment. Students who are beginners (most students are) will take ski lessons from certified instructors.

This is a ski trip. For safety reasons snowboards must be left at home. Students are allowed to use their own ski equipment, but the bus company does not allow us to bring skis on the bus. To use personal ski equipment someone would need to transport the equipment to and from Hyland Hills. It is expected that students will dress appropriately for the winter weather including a **coat, snow pants, gloves/mittens and a hat/earband**. The warmer students are dressed, the more enjoyable their day will be.

Students will need to bring a lunch with them the day of the ski trip. Please indicate on the back of this form if your student will be bringing a home lunch or if they will need a bag lunch from school. Hyland Hills does have food available for purchase in the chalet. They recommend bringing at least \$10 to spend if you plan to have your child purchase food for lunch.

As safe as we try to make this experience, participation in any sport, skiing included, comes with the risk of personal injury and/or damage to property. So, in addition to completing the permission slip below, there is also an agreement and release of liability form from the Three Rivers Park District. By signing the forms, you acknowledge the associated risks of participation and release of liability for the School District & Hyland Hills. You will also need to sign and return the Helmet Rental Agreement which is included in this packet.

Teams will be going to Hyland on:

January 18 - Voyagers

January 31 - Discovery

February 1 - Trailblazers

February 8 - Explorers

The normal cost of a ski rental, lift ticket, and lessons at Hyland would be \$69.00. Our cost is **\$20.00** which includes a lift ticket, equipment, ski lessons, and busing. **Please fill out and sign the permission slip, waiver, and helmet rental agreement and return to your student's Advisor with cash (exact amount only) or a check made out to Pearson 6th Grade Center. Change is not available in the office. Forms are due Friday, December 16th.**

Thank you,
Pearson 6th Grade Center Staff

*****Please complete both sheets and return to your child's Advisor*****

My child, _____, has my permission to go skiing at Hyland Hills with the Pearson 6th Grade Center.

Parent signature _____ Date _____

Best number to reach you at in case of emergency _____

My child's current height _____ weight _____ and shoe size _____

- Lunch options: **Home lunch or student will bring money to purchase food at the chalet. At least \$10 is recommended.**
- School bag lunch** – Must be pre-ordered by checking this box. School bag lunches are not available for ordering on the day of the field trip. Lunch accounts will be charged for this option.

If you are interested in chaperoning the ski trip please sign up here:

<http://www.signupgenius.com/go/5080f4daea62ca57-skichaperones>

In order to be a chaperone on this field trip, we must have a completed Background Check Form on file. If you haven't already done so this year, please fill out that form here:

https://www.helpcounterweb.com/welcome/school_apply.php?en=199590928

**THREE RIVERS PARK DISTRICT SNOWSPORTS ACADEMY PROGRAMS/LESSONS
EDUCATIONAL SCHOOL PROGRAM / SCHOOL GROUPS / CLUBS
AGREEMENT AND RELEASE OF LIABILITY**

Student Name _____

Address _____

City _____ State _____ Zip _____

Parent/Guardian Contact Information Name _____

Phone (H) _____ (Cell) _____

PLEASE READ CAREFULLY, THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS

1. I understand and accept that alpine skiing and snowboarding in its various forms is a HAZARDOUS SPORT that has many dangers and risks. I realize that injuries are a common and ordinary occurrence of this sport and that severe injury, including death, is an inherent risk of skiing/snowboarding. **I expressly assume all risk associated with skiing and/or snowboarding** including without limitation, the risks and inherent dangers associated with skiing/snowboarding and riding the lifts. These risks include, but are not limited to, changes in terrain, weather and snow surfaces, changes in lighting conditions, ice, moguls, bare spots, debris, fences, posts, trees, lift equipment and towers, rope tows, light poles, signs, buildings, roads and walkways, defects in ski equipment, ramps, half-pipes, padded and non-padded barriers, jumps, rails, boxes, and other terrain features, grooming equipment, snowmobiles, utility or all-terrain vehicles, collisions with other persons, and other natural and man-made hazards. I agree to follow, and be bound by, Your Responsibility Code promulgated by the National Ski Areas Association and posted at this ski area.
2. In consideration of receiving permission to take part in the snowsports programs/lessons, I agree to release Three Rivers Park District, and its agents, employees, directors, officers and shareholders (collectively referred to as "the Park District") from any and all liability for personal injury, death or property damage which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, defects in ski equipment, or my participation in the snowsports programs/lessons or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result. This release applies to all claims resulting from anything that happens after the execution of this agreement.
3. To the extent I am signing on behalf of a minor, I hereby release the Park District from any and all liability for personal injury, death or property damage sustained by said minor which results in any way from negligence, conditions on or about the premises and facilities, defects in ski equipment, the operations, actions or omissions of employees or agents of the area, or the minor's participation in the Event or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.
4. I further agree to defend, indemnify and hold harmless the Park District from any and all claims, demands, losses, damages and liabilities, contribution or otherwise with respect to personal injury, death or property damage arising from my or a minor's on whose behalf I signed, participation in the snowsports programs/lessons or other activities at the Park District facility. I promise not to sue the Park District and further agree that if anyone is physically injured or property is damaged while I am engaged in snowsports programs/lessons I will have no right to make a claim or file a lawsuit against the Park District. I agree to defend and indemnify the Park District for any and all claims, including subrogation and/or derivative claims brought by any third party or insurer, which I may cause.
5. In accordance with Minnesota law, nothing in this Release of Liability should be construed as releasing, discharging or waiving any claims I may have for conduct that constitutes greater than ordinary negligence on the part of the Park District, or its owners, officers, shareholders, agents or employees.
6. This Release of Liability is governed by the Laws of the State of Minnesota and is intended to be interpreted as broadly as possible. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Participant's Signature _____ Participant's Printed Name _____ Date _____

Parent/Guardian: If the participant is a minor, I verify that I have the authority to enter into this agreement on behalf of the minor and I agree to be bound by all terms and conditions of this agreement.

Parent/Guardian's Signature _____ Parent/Guardian's Printed Name _____ Date _____
V. 2016-17

About Your Child

To better understand your child, we would like to know if they will require any extra help based on their physical, emotional, or functional needs. Hyland Hills employs professionally trained staff to provide additional support to ensure your child has a safe, fun experience.

- No, my child **does not** require any additional assistance Yes, my child **does** require additional assistance

If yes, please describe and physical, emotional, or functional impairments



HELMET RENTAL

HELMET RENTAL RELEASE OF LIABILITY AND ASSUMPTION OF RISK CAUTION: READ BEFORE SIGNING! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.

A. EQUIPMENT RENTAL AGREEMENT.

I UNDERSTAND THAT IN ORDER TO FUNCTION AT ITS FULL CAPACITY, THIS HELMET MUST FIT CORRECTLY, AND I AGREE THAT THE PROVIDER HAS SUPPLIED A HELMET THAT PROPERLY FITS ME. I AGREE THAT THE PROVIDER HAS EXPLAINED TO ME THAT THIS HELMET WILL NOT PROTECT ME AGAINST UNAVOIDABLE AND INHERENT RISKS IN RECREATIONAL SNOW SPORTS. 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.

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.

I agree to return this helmet to the rental facility by the agreed date in clean condition and understand that I am responsible and will be held accountable for the full retail value of the helmet if I fail to return it. I recognize my responsibility to pay for any repairs if the helmet is damaged beyond normal wear and tear during my rental period.

B. RELEASE OF LIABILITY.

I understand that the sport of skiing and snowboarding ("Recreational Snow Sports") involve inherent risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death that may result from Recreational Snow Sports, or which are related in any way to the use of this equipment.

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-energy 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, and that these limitations are UNAVOIDABLE AND INHERENT RISKS of any activity in which this helmet will be used.

In consideration of the rental of this helmet, I AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS Three Rivers Park District, its employees, owners, affiliates, agents, officers, directors (collectively "Providers") from all liability for injury, death, property loss and damage which results from the equipment user's participation in the Recreational Snow Sports for which the equipment is provided, or which is related in any way to the use of this equipment, including all liability which results from the NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY of Providers or any other person or cause.

In accordance with Minnesota law, nothing in this Release should be construed as releasing, discharging, or waiving any claims I might have for other than ordinary negligence.

I agree not to transfer the helmet for use by any other person. (In the event the undersigned does transfer the helmet in violation of this agreement, he/she agrees to indemnify Providers against any claim, demand, losses or damages arising out of the injury or property damage through use of said equipment. This agreement shall be binding and may be pled as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the undersigned or any user.)

In the event I am signing as a parent or guardian of a minor, I represent I have full authority to do so, realizing this Release of Liability is binding upon the minor as well as myself. As a parent or guardian, I agree to defend and indemnify the Provider for any claims brought by the minor.

This document is a legally binding contract which supersedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability, but it is not intended to assert any claims or defenses which are prohibited by law. If any part of this agreement is found to be invalid or unenforceable, the remainder shall be given full force and effect.

I HAVE CAREFULLY READ THE RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Renter's Signature

Renter's Printed Name

Date

Parent/Guardian: If the season passholder is a minor, I verify that I have the authority to enter into this agreement on behalf of the minor and I agree to be bound by all terms and conditions of this agreement.

Parent/Guardian's Signature

Parent/Guardian's Printed Name

Date

*Parent or Guardian signature must accompany minor signature.