

**POWDER RIDGE MOUNTAIN PARK & RESORT, LLC  
TUBING RELEASE AND INDEMNITY AGREEMENT**

Participant's First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Email Address: \_\_\_\_\_

Add me to the Powder Ridge Park e-mail list so I can receive news and special offers from the park.

**Snow Tubing Waiver of Claims Arising From Inherent Risks, Indemnity and Arbitration Agreement -READ VERY CAREFULLY BEFORE SIGNING**

I, on behalf of myself, my heirs, legal representatives, successors and assigns, (hereinafter "RELEASOR"), in consideration for being allowed by Powder Ridge to use its facilities, use its equipment and to participate in alpine adventure activities such as snow tubing, **hereby release it, its affiliates, successors, subsidiaries, managers and employees, (hereinafter "RELEASEES"), from any and all injury, damage or death claims resulting from risks inherent in the activities in which I am about to engage in.** RELEASOR acknowledges that, since snow tubing involves walking and sliding on frozen surfaces, these inherent risks include, but are not limited to: variations in the snow and grooming conditions; temperature and weather changes; steepness and terrain; the presence of ice, bumps and objects both inside and outside the snow tubing lanes; collisions with hay bales, trees, rocks, snowmaking equipment, barriers, lifts, other persons; climbing; slipping and falling. RELEASOR knows that alpine adventure activities can be inherently dangerous, and that participants commonly injure themselves as a result of these inherent risks. **RELEASOR freely assumes the risk for all injuries, damages or death caused by, or related to, risks inherent to the activity in which I am about to engage.**

RELEASOR and Release agree that any claim by any party, except claims for indemnification, arising out of my participation in this activity shall be submitted for arbitration to the American Arbitration Association, and not by way of civil lawsuit filed in either the state or federal courts. Three arbitrators, including one neutral, shall be utilized. They shall decide if the injuries and damages claimed by RELEASOR arise out of risks inherent to snow tubing. I agree to abide by the arbitrators' decision, and refrain from pursuing damages by way of civil law suit, if it is determined by the arbitrators that my injuries or damages arose out of said inherent risks.

I agree that every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable on RELEASOR.

I represent that I am physically fit, possess adequate skill and that I am up to the challenge of the activity in which I am about to engage. I take responsibility for the inspection and maintenance of my own equipment, and I have been given an opportunity to inspect the venue and agree, by virtue of my decision to participate, that the venue is reasonably safe.

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RELEASOR agrees to indemnify and hold harmless the RELEASEES for all defense costs, fees, settlements, judgments and the like, including attorney fees, arising out of any claim that is related to Releasor's participation in this activity.

Participants hereby grants to the Host/Releasees, its representatives, and employees the right to take photographs and video of Participants in connection with Participants' participation in the activities. Participants hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participants hereby agrees that the Host may use such photographs and video of Participants for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

I know that by signing this agreement I am giving up legal rights, and freely choose to sign this agreement. I have been given adequate time to consider this agreement and to negotiate revisions.

**I HAVE READ AND UNDERSTOOD THIS ENTIRE DOCUMENT. I HAVE NOT BEEN FORCED TO SIGN THIS AGREEMENT UNDER DURESS OR TIME CONSTRAINTS. I HAVE BEEN GIVEN AN OPPORTUNITY TO SPEAK WITH A REPRESENTATIVE OF THE RELEASEES TO DISCUSS ANY QUESTIONS THAT I MIGHT HAVE.**

Print Participant's Name: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date \_\_\_\_\_

**CONSENT AND RELEASE OF PARENT OR GUARDIAN**

I am the parent or guardian of \_\_\_\_\_, \_\_\_\_\_ (Child/Children).  
The Child /Children is/are fit for the event, and I consent to the Childs'/Childrens' participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing the Child/Children to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, THE CHILD/THE CHILDREN**, my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES LISTED ABOVE FROM EVERY CLAIM AND ANY LIABILITY** arising out of risks inherent in this activity. I, likewise, promise not to sue the entities referenced above on my behalf of behalf of the Child/Children. I agree to the arbitration terms set forth above.

Print Parent/Guardian Name: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date \_\_\_\_\_