

**BOULDER RIDGE, WHITETAIL ADVENTURE & ROUNDTOP TUBING
RELEASE & ASSUMPTION OF RISK AGREEMENT**

NAME: _____ DATE: _____
Please Print Tubing Date

ADDRESS: _____

E-MAIL: _____

GROUP NAME (if applicable): _____

NOTICE OF RISK

I, the undersigned, do hereby understand and agree that the recreational sport of snow tubing contains inherent and other risks that could lead to serious injury or death. These risks include but are not limited to: falling out of the tube; traveling at various rates of speed; collisions with other tubes, participants, or spectators; collisions with man-made objects such as: fencing, snowmaking and grooming equipment; collisions with natural objects; collisions with associated equipment; variations in terrain and steepness of terrain; varying surface conditions such as: ice, ice chunks, wet or slushy snow, slippery walking surfaces; and the use of deceleration devices; and the tubing lifts.

I further agree to inspect the tubing area, tubing slope, tubes and all associated equipment prior to any use of the same. I agree to read, understand, follow or ask for explanation of all the rules, policies, and tubing responsibility codes that are posted at the tubing area. I understand that I can ask for and will receive instructions on the use of the tubing slope and the tubing lift prior to any use of the same. I further understand and agree that my minor child must be a minimum of five years old in order to use the main tubing slope.

I accept for use, AS IS, the tubing area including the tubing slope, tubing lift, tubes and other associated equipment.

ASSUMPTION OF RISK

Understanding, acknowledging and agreeing to all of the risks involved, **I hereby agree to expressly and voluntarily accept and assume all risks involved in the sport of snow tubing.**

RELEASE OF LIABILITY

In consideration of being allowed to use the tubing area at Liberty Mountain Resort, Whitetail Resort or Roundtop Mountain Resort, **I HEREBY AGREE NOT TO SUE AND TO RELEASE, SKI LIBERTY OPERATING CORP., WHITETAIL MOUNTAIN OPERATING CORP., SKI ROUNDTOP OPERATING CORP., SNOW TIME, INC., AND PEAK RESORTS, INC., AS WELL AS THEIR AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY RELATED TO INJURY, PROPERTY LOSS OR OTHERWISE RELATED TO ANY PAST, PRESENT OR FUTURE USE OF THE TUBING FACILITY, REGARDLESS OF ANY NEGLIGENCE ON THE PART OF THE RESORT, INCLUDING GROSS NEGLIGENCE, IMPROPER CONDUCT OR ANY OTHER CAUSE ENFORCEABLE BY LAW. I FURTHER AGREE TO INDEMNIFY AND DEFEND THE SAME, FROM ANY CLAIM FOR LIABILITY RELATED TO INJURY AS A RESULT OF MY, MY CHILD'S AND/OR MY SPOUSE'S USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE.** I hereby grant permission for the Resort or their agents and affiliates to use any photo, film, videotape or sound recording of me, or my family for any legitimate business purpose.

I agree that all disputes arising under this contract shall be litigated exclusively in the Court of Common Pleas of the County in which the incident occurred or in the United States District Court for the Middle District of Pennsylvania. I further agree that this agreement is governed by the applicable laws of the Commonwealth of Pennsylvania. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

If I do not agree with the above, I will not use the tubing facility.

I, the undersigned have read, understand and agree to be legally bound by the above release agreement.

Tubing participant signature: _____ Date _____
(If a minor (under 18), the signature of a parent or guardian is required below)

Parent or Guardian Signature: _____ Date _____
(The signature of one parent or guardian binds both parents or guardians in reference to this agreement)