

SPIRIT MOUNTAIN RECREATION AREA SNOW TUBING RELEASE OF LIABILITY

The issuance of the Snow Tubing admission ticket is subject to the following terms and conditions:

I am aware that the sport of snow tubing involves **numerous risks of injury or death**, including, but not limited to, injury due to loss of control; falls; the failure of other tubers to tube within their own abilities; use of lifts; collisions with or falls resulting from manmade or natural obstacles. I understand that I may encounter obstacles that are slope hazards or obstacles whether they are marked or unmarked, manmade or natural, or a result of slope design or modifications. I understand that the tube used for this activity provides **NO DIRECTIONAL CONTROL AND NO BREAKING OR STOPPING DEVICE**. I agree that, as a tuber, I have responsibilities to myself and to others to tube safely and in control. I also understand and agree that it is important to my safety to pay attention while loading, riding and unloading lifts, and I agree that I will not attempt to load, ride or unload a lift unless familiar with the proper way to do so. I understand that I am voluntarily choosing to participate in the sport of snow tubing at Spirit Mountain Recreation Area with knowledge of the aforesaid risks of injury or death involved and hereby expressly agree to accept and assume all such risks of injury or death associated with the sport of snow tubing.

As lawful consideration for being permitted by Spirit Mountain Recreation Area to participate in the sport of snow tubing, **I hereby release from any and all legal liability and agree not to sue or make a claim against, and to indemnify, defend and hold harmless** Spirit Mountain Recreation Area and its agents, employees, directors and volunteers for any and all claims for damage, injuries, death to myself of any person or property, caused by or resulting from my or the signed minor's participation in the sport of snow tubing.

I have carefully read this agreement and fully understand its contents and the terms of the purchased admission ticket. I am aware that I am releasing certain legal rights that I otherwise may have and I enter into this legal contract of my own free will. This contract shall be legally binding upon my, my heirs, my estate, assigns, legal guardians and my personal representatives, and in the event **I am signing on behalf of any minors, that I have full authority to do so**, realizing its binding effect on them as well as myself.

SNOW TUBING RULES:

Tubers must be at least 42" tall AND 5 years of age or older. No children under 5 years of age. Every person must be in their own tube. Stay seated or in prone position in tube. Clear tow unload area quickly. Tubing may be hazardous; there are risks associated with this activity including but not limited to: speed, changing weather, terrain, surface and sub-surface conditions, collision with other tubers, natural & man-made conditions/objects. No tubing when tubing park is closed. All participants must have valid tubing ticket. No tubing on ski slopes. Tubers must use Spirit Mt. issued tubes only. Tubing park may close at any time due to changing conditions. Tubing while impaired or intoxicated is prohibited. No loose clothing or loose scarves; no exposed long hair. No ski boots allowed on snow tubing hill. No snowboards, skis, sleds, toboggans or tubes other than the tubes supplied by Spirit Mt. are permitted in the tubing park. Tubers must be in control of their tube at all times. Spirit Mt. Has the right to revoke passes for ANY reason. **WAIVER MUST BE SIGNED**. Parent or guardian must sign waiver for every child under the age of 18 years.

Name (Print): _____

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

Date: _____ Age: _____ Date of Birth(if under 18): _____

Signature if 18 or Older: _____

Parent or Guardian Name and Signature if under 18 years of age:

Name

Signature

SPIRIT MOUNTAIN RECREATION AREA SNOW TUBING RELEASE OF LIABILITY

Name (Print): _____

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

Date: _____ Age: _____ Group Name: _____

Signature: _____

I have read the agreement on the reverse side of this form and fully understand its contents and the terms of the purchased admission ticket. I am aware that I am releasing certain legal rights that I otherwise may have and I enter into this legal contract of my own free will. This contract shall be legally binding upon me, my heirs, my estate, assigns, legal guardians and my personal representatives, and in the event that I am signing on behalf of any minors, that I have full authority to do so, realizing its binding effect on them as well as myself.

NAME

BIRTHDATE
