

TUBING RELEASE OF LIABILITY

1) _____ | _____ | M/F
PARTICIPANT NAME (PLEASE PRINT) BIRTH DATE GENDER
1) _____
HOME ADDRESS CITY STATE ZIP CODE PHONE NUMBER

1) _____ I, the undersigned, hereby represent that I am at least 18 years of age.

I, the undersigned, hereby represent that I am at least 18 years of age, and am the parent and/or guardian of

1) _____ (hereinafter referred to as "child").

2) _____ | _____ | M/F
PARTICIPANT NAME (PLEASE PRINT) BIRTH DATE GENDER
2) _____
HOME ADDRESS CITY STATE ZIP CODE PHONE NUMBER

2) _____ I, the undersigned, hereby represent that I am at least 18 years of age.

I, the undersigned, hereby represent that I am at least 18 years of age, and am the parent and/or guardian of

2) _____ (hereinafter referred to as "child").

3) _____ | _____ | M/F
PARTICIPANT NAME (PLEASE PRINT) BIRTH DATE GENDER
3) _____
HOME ADDRESS CITY STATE ZIP CODE PHONE NUMBER

3) _____ I, the undersigned, hereby represent that I am at least 18 years of age.

I, the undersigned, hereby represent that I am at least 18 years of age, and am the parent and/or guardian of

3) _____ (hereinafter referred to as "child").

4) _____ | _____ | M/F
PARTICIPANT NAME (PLEASE PRINT) BIRTH DATE GENDER
4) _____
HOME ADDRESS CITY STATE ZIP CODE PHONE NUMBER

4) _____ I, the undersigned, hereby represent that I am at least 18 years of age.

I, the undersigned, hereby represent that I am at least 18 years of age, and am the parent and/or guardian of

4) _____ (hereinafter referred to as "child").

Inherent and Other Risks:

I understand and acknowledge that snow tubing, including the use of lifts, is a dangerous, risk sport and that there are inherent and other risks associated with the sport and that all of these risks can cause serious and even fatal injuries. I understand that part of the thrill, excitement and risk of snow tubing is that the snow tubes often all end up in a runout area and counter slope at various times and speeds and that it is my responsibility to try to avoid hitting another snow tuber and it is my responsibility to try to avoid being hit by another snow tuber, but that, notwithstanding these efforts by myself and other snow tubers, there is a risk of collisions.

I acknowledge and understand that some, but not necessarily all, of the risks of snow tubing include the following:

- Variations in the steepness and configuration of the snow tubing chutes, runout area, and counter slope, and the surface upon which snow tubing is conducted, which can vary from wet, slushy conditions to hard packed, icy conditions and everything in between, and the fact that at times I will be walking on such surfaces;
- fences and/or barriers at or along portions of the snow tubing area, the absence of such fences and/or barriers and the inability of fences and/or barriers to prevent or reduce injury;
- changes in the speed at which snow tubes travel depending on surface conditions, the weight of snow tubers the inter-linking of snow tubes together to go down the snow tube runs, and the presence of deceleration material or other objects;
- the chance that a patron can fall out, be thrown out or otherwise leave the snow tube;
- the chance that a snow tube can leave the run, regardless of whether or not there are barriers on the sides of the run, and the chance that a snow tube can go up and over the counter slope;
- the chance that a snow tube can go up the counter slope and then slide back into the general runout area;
- collisions in the runout area or counter slope and other locations of the snow tubing facility, between snow tubes, between a snow tube and another patron, between a snow tube and a snow tubing facility attendant, collisions with objects, obstacles or structures located within or outside of the snow tubing facility, and other sorts of collisions; and
- the use of the snow tubing lift or tow, including falling out of a tube, coasting backwards, becoming entangled with equipment and other risks.

I also acknowledge and understand that I am accepting AS IS the snow tube and any other equipment involved with the snow tubing activity, including lifts and tows, and further acknowledge and understand that **NO WARRANTIES** are being extended to me with respect to any aspect of the snow tubing facility. I agree and understand that snow tubing is a purely voluntary recreation activity and that if I am not willing to acknowledge the risks and agree not to sue, I should not go snow tubing.

TURN PAGE OVER

LIABILITY RELEASE

In consideration of being allowed to participate in the snow tubing activity, **for myself and/or my child, I agree to release, forever indemnify, defend, and hold harmless McIntyre Ski Area, McIntyre Ski School and their owners, officers, directors, volunteers, employees, affiliates, agents and assigns, (hereinafter referred to collectively as "RELEASEES") from any and all loss or damage to myself or to my child or my or my child's property resulting from the RELEASEES' NEGLIGENCE.** I understand that the RELEASEES are not responsible for the consequences of their own NEGLIGENCE, that is, their failure to use reasonable care in any way. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury and death in connection with my or my child's participation in snow tubing.

For myself and my child, I agree to **RELEASE**, indemnify, defend, and hold harmless the RELEASEES from any and all loss or damage that I or my child may cause to persons or property while engaged in the snow tubing activity. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage that may in any way arise out of use of the resort or the snow tubing facility.

Further, I authorize anyone working at the snow tubing facility to call for such medical care for myself or my child or to transport myself or my child to the appropriate clinic or hospital, if in the opinion of anyone working at the snow tubing facility, medical attention is needed for myself or my child. This authorizes a licensed healthcare provider or other first aid provider to carry out emergency medical care deemed necessary for myself or my child in an emergency where normal permission is unavailable. I agree that upon transporting myself or my child to any medical facility, clinic, or hospital, that the responsibility of RELEASEES shall be complete and RELEASEES shall not have any further responsibility for myself or my child. I agree to pay all costs associated with such medical care and related transportation for myself or my child and indemnify and hold RELEASEES harmless from any costs incurred therein.

Further, full permission is hereby given to use any photographs or video of myself or my child taken during their participation in snow tubing for any purpose in promoting RELEASEES.

This agreement is governed by the applicable laws of New Hampshire. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree and understand that any claim or lawsuit against the RELEASEES may be brought in the federal or state courts of New Hampshire only.

I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT MY SIGNATURE BELOW EXPRESSLY WAIVES ANY RIGHTS I HAVE TO BRING A CLAIM AGAINST OR SUE THE RELEASEES FOR INJURIES OR DAMAGES. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT LIMITS MY LEGAL RIGHTS AND THAT IT IS BINDING UPON ME, MY HEIRS, AND LEGAL REPRESENTATIVES.

1) _____ | _____ | _____
SIGNATURE OF PARTICIPANT PARTICIPANT'S PRINTED NAME DATE

2) _____ | _____ | _____
SIGNATURE OF PARTICIPANT PARTICIPANT'S PRINTED NAME DATE

3) _____ | _____ | _____
SIGNATURE OF PARTICIPANT PARTICIPANT'S PRINTED NAME DATE

4) _____ | _____ | _____
SIGNATURE OF PARTICIPANT PARTICIPANT'S PRINTED NAME DATE

Participants Under 18 Years of Age: As parent/guardian signing this agreement for the above named minor, I acknowledge and agree that I have read the above Release of Liability and that by signing this Release on behalf of the minor, I and the minor agree to be bound by its terms. I hereby agree to release from liability, forever discharge, indemnify and hold harmless RELEASEES for any claim or suit arising out of said minor's participation in the snow tubing activity.

1) _____ | _____ | _____
SIGNATURE OF PARENT OR GUARDIAN DATE

2) _____ | _____ | _____
SIGNATURE OF PARENT OR GUARDIAN DATE

3) _____ | _____ | _____
SIGNATURE OF PARENT OR GUARDIAN DATE

4) _____ | _____ | _____
SIGNATURE OF PARENT OR GUARDIAN DATE