



# SNOWTUBING RELEASE OF LIABILITY

If Applicable:

Group Name: \_\_\_\_\_

Confirmation #: \_\_\_\_\_

**Please Read Carefully Before Signing**

I accept, for use "AS IS," a snow tube for use in Winterplace's snowtubing park and take full responsibility for its care while it is in my possession. I agree to return the snow tube to Winterplace upon the expiration of my snowtubing ticket in the condition as received, other than reasonable wear resulting from its use.

I agree and understand that snowtubing and other snowriding activities ("Recreational Snow Sports") can be HAZARDOUS. I understand and expressly assume the risk and legal responsibility for any injury, loss or damage to person or property resulting from my participation in any Recreational Snow Sports at Winterplace. I understand that I am responsible for reading and understanding all signage, instructions, posted information and other warnings on the use of ski lifts and the use of skiing and snowtubing areas and the activities permitted in such areas and agree to comply with them. I acknowledge that there are many dangers and risks (inherent and otherwise) involved with Recreational Snow Sports, that injuries are a common and ordinary occurrence, and that Winterplace and/or any of the Released Parties, as defined below, will not be held responsible or liable for any injury or harm to me, or to any minor under my supervision, or accompanying me, regardless of cause. I understand that trail conditions may vary across the mountain with weather conditions and use by other patrons.

I understand that the West Virginia Skiing Responsibility Act requires that I know the range of my ability to negotiate any slope or trail, snowtube within the limits of my own ability, maintain reasonable control of my speed and of the course at all times, heed all posted warnings, snowtube only in areas designated by Winterplace, refrain from acting in a manner which may cause or contribute to the injury of anyone (including myself), maintain a proper lookout so as to avoid other patrons and objects, and act in a manner to avoid obstacles and hazards which may cause injury, loss or damage to others or myself. Such obstacles and hazards may include, but are not limited to: variations in terrain including freestyle terrain, icy terrain, surface or subsurface snow or ice conditions, bare spots, rocks, stumps, trees, moguls, other forms of forest growth or debris, collisions with other skiers, natural and manmade objects, pole lines, lift towers or any component thereof and/or collisions with marked snowmaking equipment. I am aware that snowmaking and snow grooming may be in progress at any time and I will be aware of such activities and avoid them.

I understand that the West Virginia Skiing Responsibility Act prohibits me from placing any object in a skiing or snowtubing area or on the uphill track or lift which may cause a passenger or other patron to fall, crossing the track of any lift or rope tow except at a designated location, failing to wear retention straps or other devices to help prevent runaway equipment, skiing or snowtubing on a slope or trail that has been posted as "Closed," using any slope while my ability to do so is impaired by the consumption of alcohol, the use of any controlled substance or other drug or while under the influence of alcohol or any controlled substance or other drug.

**I hereby forever RELEASE, HOLD HARMLESS AND INDEMNIFY the "Released Parties," which are defined to be New Winterplace Limited Liability Company and New Winterplace, Inc. and any of their officers, directors, managers, members, owners, investors, affiliates, agents or employees as well as the manufacturers and distributors of the snowtube, from any liability or damage and injury to myself or to any person or property allegedly resulting from the use of this equipment or participation in any Recreational Snow Sport, accepting myself the full responsibility of any and all such damage or injury.** I agree that I will not sue the Released Parties (either on my own behalf or on behalf of my spouse, child or ward) for injuries or damages relating my participation in any Recreational Snow Sport and/or the use of this equipment. Indemnity includes all costs and expenses, including reasonable attorney's fees.

I agree that all disputes arising under this contract and/or from any use of the snow tube shall be litigated exclusively in the Circuit Court of Raleigh County or the federal court for the Southern District of West Virginia at Beckley. This document constitutes the final and entire agreement between Winterplace and the undersigned with respect to my use of this equipment and my participation in Recreational Snow Sports at Winterplace. Winterplace provides no warranties, express or implied, and this equipment is accepted "as is." This agreement is governed by the applicable law of this state. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I have carefully read the foregoing liability release, understand its contents, sign with full knowledge of its significance and am at least 18 years of age.

If I am signing this Liability Release on behalf of a minor (less than 18 years of age) (the "Child"):

- I represent and warrant that I am the parent and/or guardian of such Child and that the Child is in good health and there are no special problems associated with the care of the Child;
- I accept responsibility for all the Child's medical expenses incurred in conjunction with any Recreational Snow Sport, including snowtubing;
- I agree to indemnify the Released Parties for any and all claims brought by the Child; and
- I agree to indemnify the Released Parties for any and all claims brought by a third party arising in connection with the Child's participation in any Recreational Snow Sport, including snowtubing.

Signed this date: \_\_\_\_\_

Printed Name(s) of Adult Participant(s):

X \_\_\_\_\_

X \_\_\_\_\_

Signature(s) of Adult Participant(s):

X \_\_\_\_\_

X \_\_\_\_\_

Printed Name(s) of Minor Participant:

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

Signature of Minor Participant:

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

Signature(s) of Parent or Guardian:

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

If you need additional room for names and signature(s) please use the back of this page.

Permanent address of Adult Participant:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Street Address City State Zip Code

