



SNOWTUBING RELEASE OF LIABILITY

Please Read Carefully Before Signing

AGREEMENT

BECAUSE WINTERPLACE HAS ALLOWED ME AND (IF APPLICABLE) MINORS I AM RESPONSIBLE FOR (“MINORS”) TO PARTICPATE IN SNOWTUBING, I AGREE THAT:

- 1. I WILL ACCEPT THE RISK** of injuries or death while participating in snowtubing. These risks include injuries or death resulting from: (1) falls caused by or collisions with other persons, buildings, nets, fences, barriers, towers, poles, ditches, culverts, snowmobiles, groomers, lift components, snowmaking hydrants and other snow-making equipment, rocks, trees, limbs, branches, roots, stumps, ice, bare spots, and variations in terrain or snow conditions; (2) boarding, riding, or getting off a lift; and, (3) the negligence of Winterplace Ski Resort, NW Acquisition, LLC, and their owners, members, directors, officers, employees, agents, representatives, and insurers (collectively, “Winterplace”). **I ALSO AGREE THAT I WILL EXPLAIN THESE RISKS TO MINORS BEFORE ALLOWING THEM TO PARTICIPATE.**
- 2. I WAIVE MY RIGHT TO SUE WINTERPLACE FOR, AND RELEASE WINTERPLACE FROM LIABILITY FOR DAMAGES**, where the damages result from: (1) any of the risks described in paragraph 1 above; (2) my participation in snowtubing; and, (3) my responsibility for Minors’ medical expenses.
- 3. I WILL INDEMNIFY, DEFEND AND HOLD WINTERPLACE HARMLESS IF:** (1) Minors sue Winterplace for damages arising from the risks described in paragraph 1 above, or for Winterplace’s negligence and, (2) any other third party sues Winterplace for damages arising from my participation, or the participation of Minors in snowtubing.
- 4. I ACCEPT A SNOW TUBE “AS IS”** and will return it in the same condition as it was given to me, except for reasonable wear and tear. I will reimburse Winterplace for damage to the snow tube other than reasonable wear and tear while it is in my possession.
- 5. I AND MINORS MUST FOLLOW ALL WRITTEN AND VERBAL INSTRUCTIONS.** Failure to do so may result in revocation of privileges without refund.
- 6. GOVERNING LAW:** West Virginia law governs this agreement.
- 7. COURT WHERE LAWSUIT MUST BE FILED:** Any lawsuit against Winterplace arising out of my or Minor’s participation in snowtubing must be filed in the Circuit Court of Raleigh County, WV.
- 8. SEVERABILITY:** If any part of this Agreement is found unlawful, it will be disregarded, and the remaining parts will be enforced.

IF YOU DO NOT AGREE TO ALL OF THE TERMS ABOVE, DO NOT SIGN IN THE SPACE PROVIDED. BY SIGNING IN THE SPACE PROVIDED YOU DEMONSTRATE YOUR INTENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

