

Sugar Mountain Resort, Inc.
Snow Tubing Assumption Of Risk And Release Of Liability

PLEASE FILL IN ALL INFORMATION AND PRINT AS NEATLY AS POSSIBLE.

PARTICIPANTS	LAST NAME: _____ FIRST NAME: _____ AGE: _____
	LAST NAME: _____ FIRST NAME: _____ AGE: _____
	LAST NAME: _____ FIRST NAME: _____ AGE: _____
	LAST NAME: _____ FIRST NAME: _____ AGE: _____
	STREET ADDRESS: _____ PHONE: _____
CITY: _____ STATE: _____ ZIP: _____	

I understand and am aware that snow tubing is a HAZARDOUS ACTIVITY. I understand that snow tubing and the use of snow tubes involves a risk of injury to my body. Those risks include but are not limited to: variations in the steepness and configuration of the chutes and runout area, variations in the surface, fences and/or barriers at or along portions of the 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 chance that a patron can fall out, be thrown out or otherwise leave the snow tube, the chance that a snow tube can go up the runout hill and then slide back into the general runout area, collisions in the runout area and at other locations in the facility, collisions between snow tubes and collisions with fixed objects. I hereby freely and expressly assume and accept responsibility for any and all risks of injury or death while participating in this activity.

I hereby release SUGAR MOUNTAIN RESORT, INC. and its owners, agents and employees, as well as the equipment manufacturers and distributors ("the Released Parties,") from any and all liability for damage and personal injury to me or my property which may occur while I am participating in this snow tubing activity. I further release and agree to indemnify the Released Parties for any claims related to injuries sustained by my child while participating in this snow tubing activity. I specifically release the Released Parties for any claims related to their negligence, that is, their failure to use reasonable care in any way in the design or operation of this snow tube facility, or in the installation, maintenance, selection, adjustment and use of the snow tubing equipment.

I further agree to hold harmless and indemnify SUGAR MOUNTAIN RESORT, INC. and its owners, agents and employees, as well as the equipment manufacturers and distributors, for any and all loss or damage I may cause to another person or property while engaged in snow tube related activities.

This agreement is governed by the applicable law of North Carolina. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I hereby agree that the exclusive jurisdiction for any claims I may bring against SUGAR MOUNTAIN RESORT, INC., its agents or employees related to this activity is in the Superior Court of Avery County, North Carolina.

I agree that there have been no warranties, expressed or implied, which have been made to me which extend beyond the description of the equipment listed on this form. I, the undersigned, acknowledge that I have carefully read this assumption of risk and release of liability and I understand its contents. I understand that my signature below expressly waives any rights I may have to sue SUGAR MOUNTAIN RESORT, INC. for injuries and damages related to this snow tubing activity.

In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activity.

USER'S SIGNATURE: _____ **DATE:** _____

(Parent or Legal Guardian's Signature if participant is a minor)