

2025-26 Snow Tubing Waiver of Claims Arising From Inherent Risks, Indemnity and Arbitration Agreement -READ VERY CAREFULLY BEFORE SIGNING

I, on behalf of myself, my heirs, legal representatives, successors and assigns, (hereinafter "RELEASOR"), in consideration for being allowed by Powder Ridge to use its facilities, use its equipment and to participate in alpine adventure activities such as snow tubing, ***do hereby release and agree to hold harmless and indemnify POWDER RIDGE MOUNTAIN PARK & RESORT, its employees, agents, servants, volunteers, directors, officers, shareholders and/or affiliates, successor and subsidiaries (hereinafter "RELEASEES"), from any and all claims, costs, fees, settlements, attorney fees, and/or suits, of whatever nature, including injury or death, resulting from risks inherent in the activities in which I am about to engage in, including snow tubing.*** RELEASOR acknowledges that, since snow tubing involves walking and sliding on frozen surfaces, these inherent risks include, but are not limited to: variations in the snow and grooming conditions; temperature and weather changes; steepness and terrain; the presence of ice, bumps and objects both inside and outside the snow tubing lanes; collisions with hay bales, trees, rocks, snowmaking equipment, barriers, lifts and other persons; climbing; slipping and falling. RELEASOR knows that alpine adventure activities can be inherently dangerous, and that participants commonly injure themselves as a result of these inherent risks. ***RELEASOR freely assumes the risk for all injuries, damages or death caused by, or related to, risks inherent to the activity in which I am about to engage.***

RELEASOR and Release agree that any claim by any party, except claims for indemnification, arising out of my participation in this activity shall be submitted for arbitration. Three arbitrators, including one neutral, shall be utilized. *They shall decide:* 1) if the claim is subject to arbitration under this agreement; 2) whether the injuries and damages claimed by RELEASOR arise out of risks inherent to snow tubing. I agree to abide by the arbitrators' decision, and refrain from pursuing damages by way of civil law suit, if it is determined by the arbitrators that my injuries or damages arose out of said inherent risks.

I agree that every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable on RELEASOR.

I represent that I am physically fit, possess adequate skill and that I am up to the challenge of the activity in which I am about to engage. I take responsibility for the inspection and maintenance of my own equipment, and I have been given an opportunity to inspect the venue and agree, by virtue of my decision to participate, that the venue is reasonably safe.

RELEASOR agrees to indemnify and hold harmless the RELEASEES for all defense costs, fees, settlements, judgments and the like, including attorney fees, arising out of any claim that is related to injury or damages caused by inherent risks. .

I know that by signing this agreement I am giving up legal rights, and freely choose to sign this agreement. I have been given adequate time to consider this agreement and to negotiate revisions.

This agreement represents the entire agreement between the parties, and it may not be altered or modified, except by written modification signed by the parties.

I/We agree that every term and provision of this contract is intended to be severable. If any one or more of the terms is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I HAVE READ AND UNDERSTOOD THIS ENTIRE DOCUMENT. I HAVE NOT BEEN FORCED TO SIGN THIS AGREEMENT UNDER DURESS OR TIME CONSTRAINTS. I HAVE BEEN GIVEN AN OPPORTUNITY TO SPEAK WITH A REPRESENTATIVE OF THE RELEASEES TO DISCUSS ANY QUESTIONS THAT I MIGHT HAVE. Print Name: _____

Signature: _____ Date _____

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ (Child). My Child is fit for the event, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD**, my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES LISTED ABOVE FROM EVERY CLAIM AND ANY LIABILITY** arising out of risks inherent in this activity. I, likewise, promise not to sue the entities referenced above on my behalf or behalf of my Child. I agree to the arbitration terms set forth above.

Print Name: _____ Signature: _____
Date _____

Signature of Parent or Guardian