

SNOWTUBING

YOU MUST BE AT LEAST 42" TALL FOR SNOWTUBING
ACKNOWLEDGEMENT OF RISK AND AGREEMENT NOT TO SUE
THIS IS A CONTRACT - PLEASE READ CAREFULLY BEFORE SIGNING

1. I understand and acknowledge that snowtubing 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.
2. I understand that part of the thrill, excitement and risk of snowtubing is that the snowtubes all end up in a common, runout area at various times and speeds and that it is my responsibility to try to avoid hitting another snowtuber and it is also my responsibility to try to avoid being hit by another snowtuber, but that notwithstanding these efforts by myself and other snowtubers, there is a risk of collisions.
3. I acknowledge and understand that some, but not necessarily all, of the risks of snowtubing are the following:
 - * Variations in the steepness and configuration of the snowtubing chutes and runout areas
 - * Variations in the surface upon which snowtubing is conducted, which can vary from wet, slushy conditions to hard packed, icy conditions and everything in between.
 - * Fences and/or barriers at or along portions of the snowtubing 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 snowtubes travel depending on the surface conditions, the weight of snowtubers and the inter-linking of snowtubes together to go down the snowtube runs.
 - * The chance that a patron can fall out, be thrown out or otherwise leave the snowtube.
 - * The chance that a snowtube can go up the runout hill and then slide back into the general runout area.
 - * Collisions in the runout area and other locations of the snowtubing facility, with such collisions happening between snowtubes, between snowtube and another patron, between a snowtube and a snowtubing facility attendant, between snowtubing patrons who may or may not be in or on a snowtube at the time of the collision and other sorts of collisions; collisions with fixed objects, obstacles or structures located within or outside of the snowtubing facility.
 - * The use of the snowtubing lift or tow, including falling out of a tube, coasting backwards, becoming entangled with equipment and other risks.
4. I also acknowledge and understand that I am accepting AS IS the snowtube and any other equipment involved with the snowtubing 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 snowtubing facility.
5. I agree and understand that snowtubing is a purely, voluntary, recreational activity and that if I am not willing to acknowledge the risks and agree no to sue, I should no go snowtubing.
6. I agree to allow the use of my images or likeness incidental in any photograph, live recorded video display or other transmissions or reproduction of the event in any form to which this agreement admits me.
7. IN CONSIDERATION OF THE ABOVE AND OF BEING ALLOWED TO PARTICIPATE IN THE SPORT OF SNOWTUBING, I AGREE THAT I WILL NOT SUE AND WILL RELEASE FROM ANY AND ALL LIABLITY SPRING MOUNTAIN ADVENTURES, INC. THIRD GENERATION LIMITED PARTNERSHIP, MOUNTAIN MAGEMENT, LLC. IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE SNOWTUBING FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE OR ANY OTHER IMPORPER CONDUCT ON THE PART OF THE SNOWTUBING FACILITY.
8. I further agree that I WILL INDEMNIFY AND HOLD HARMLESS SPRING MOUNTAIN ADVENTURE, INC., THIRD GENERATION LIMITED PARTNERSHIP, MOUNTAIN MANAGEMENT, LLC. from any loss, liability, damage of cost of any kind that it may incur as the result of any injury to myself, to any member of my family or to any person for whom I am signing the Agreement, even if it is contended that any such injury was caused by the negligence or other improper conduct on the part of the snowtubing facility.

9. Notwithstanding the foregoing, if I sue Spring Mountain Adventures, Inc. Third Generation Limited Partnership, Mountain Management, LLC., I agree that I will only sue it, whether on my own behalf or on behalf of a family member, in the Court of Common Please of Montgomery County or in the United States District Court Pennsylvania and further agree that any and all disputes which might arise between Spring Mountain Adventures, Inc. Third Generation Limited Partnership, Mountain Management, LLC., and myself shall be litigated exclusively in on of said Courts.

10. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

11. I have read and understand the foregoing Acknowledgement of Risks and Agreement Not to Sue and am voluntarily signing below, intending to be legally bound hereby. If I am signing of behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue.

User's Name _____ (Please Print)

Signature _____

Date of Birth _____ Date Signed _____

Date of Trip _____

Parent's Signature _____ (if minor)

Telephone _____