

**SNOW TUBING AGREEMENT NOT TO SUE
AND ACKNOWLEDGEMENT OF RISK**

THIS IS A CONTRACT READ IT!



AGREEMENT NOT TO SUE

1. IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN THE SPORT OF SNOW TUBING, I AGREE THAT I WILL NOT SUE AND WILL RELEASE FROM ANY AND ALL LIABILITY SKI SHAWNEE, INC., ITS OWNERS, OPERATORS, OFFICERS, DIRECTORS, SERVANTS, AGENTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY "SHAWNEE") IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE SNOW TUBING FACILITIES OR WHILE PRESENT ON SHAWNEE'S PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, RECKLESSNESS, OR ANY OTHER IMPROPER CONDUCT ON THE PART OF SHAWNEE.

2. Notwithstanding the foregoing, if I sue Shawnee, I agree that I will only sue it, whether it is on my own behalf or on behalf of a family member, in the Court of Common Pleas of Monroe County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Shawnee and myself shall be litigated exclusively in one of said Courts.

3. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS SHAWNEE from any loss, liability, damage or cost of any kind that 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 this Agreement, even if it is contended that any such injury as caused by the negligence, recklessness, or other improper conduct on the part of Shawnee.

ACKNOWLEDGEMENT OF RISKS

4. I understand and acknowledge that snow tubing 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.

5. I understand that part of the thrill, excitement and risk of snow tubing is that the snow tubes 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 snow tuber and it is also my responsibility to try to avoid being hit by another snow tuber, but that notwithstanding these efforts by myself and other snow tubers, there is a risk of collisions.

6. I acknowledge and understand that some, but not necessarily all, of the risks of snow tubing are the following:

*variations in the steepness and configuration of the snow tubing chutes and runout area;

*variations in the surface upon which snow tubing 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 snow tubing 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 weight of snow tubers, the inter-linking of snow tubes together to go down the snow tube runs, and the presence of deceleration material or other objects;

* 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 from one run into another run, regardless of whether or not there is a barrier between runs, and the chance that a snow tube can go up and over the runout hill;

*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 other locations of the snow tubing facility, with such collisions happening between snow tubes, between a snow tube and another patron, between a snow tube and a snow tubing facility attendant, between snow tubing patrons who may or may not be in or on a snowtube at the time of the collision and other sorts of collisions; contact or collisions with deceleration devices and other objects, obstacles or structures located within or outside of the snow tubing facility;

* the use of the snow tubing lift or tow, including falling out of a tube, coasting backwards, becoming entangled with equipment and other risks.

7. I also acknowledge and understand that I am accepting **AS IS** the snow tube and any other equipment involved with the snow tubing 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 snow tubing facility.

8. I agree and understand that snow tubing is a purely, voluntary, recreational activity and that if I am not willing to agree not to sue and acknowledge the risks, I should not go snow tubing.

9. I understand 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.

10. I have read and understood the foregoing **AGREEMENT NOT TO SUE** and **ACKNOWLEDGMENT OF RISKS** and am voluntarily signing below, intending to be legally bound hereby. If I am signing on behalf of a minor child, I understand that I may be giving up that child's right to sue as well as my right to sue.

Name (please print clearly) _____ Date _____

Signature (parent or guardian signature if participant is under 18 years of age) _____

Address _____

City _____ State Zip _____

Signature of other participants _____

