

**SKI SHAWNEE, INC. SNOWTUBING AGREEMENT**  
**RELEASE, AGREEMENT NOT TO SUE AND ACKNOWLEDGMENT OF RISKS**  
**THIS IS A CONTRACT – READ IT!**

**RELEASE AND AGREEMENT NOT TO SUE**

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN THE SPORT OF SNOWTUBING, I AGREE THAT I WILL NOT SUE AND WILL RELEASE FROM ANY AND ALL LIABILITY SKI SHAWNEE, INC., d/b/a SHAWNEE MOUNTAIN SKI AREA AND ITS OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS “SHAWNEE MOUNTAIN”) AND WILL RELEASE SHAWNEE MOUNTAIN FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE SNOW TUBING FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY ON THE PART OF SHAWNEE MOUNTAIN. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS SHAWNEE MOUNTAIN 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 IS CAUSED BY THE NEGLIGENCE OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY ON THE PART OF SHAWNEE MOUNTAIN.

Notwithstanding the foregoing if I sue Shawnee Mountain, I agree that I will only sue, whether on my own behalf or on the 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 Mountain and myself shall be litigated exclusively in one of said Courts.

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.

**ACKNOWLEDGMENT OF RISKS:**

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. I understand that part of the thrill, excitement and risk of snowtubing is that the snowtubes often all end up in a run out area and counter slope at various times and speeds and that it is my responsibility to try to avoid hitting another snowtuber and it is 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.

I understand and acknowledge that some, but not necessarily all, of the risks of snowtubing are the following:

- Variations in the steepness and configuration of the snow tubing chutes and run out 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 and 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, or go out of a 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 run out hill;
- The chance that a snow tube can go up the run out hill and slide back into the general run out area;
- Collisions in the run out 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 snow tube at the time of the collision and other sorts of collisions; collisions with fixed objects, obstacles or structures located within or outside of the snow tubing facility; and
- The use of the snow tubing lift or tow, including falling out of a tube, coasting backwards, becoming entangled with equipment and other risks.

I also acknowledge and understand that I am accepting **AS IS** the snowtube 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 snowtubing facility. 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 not to sue, I should not go snow tubing.

I have read and understood the foregoing Release, 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.

\_\_\_\_\_  
USER NAME (PLEASE PRINT)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AGE

\_\_\_\_\_  
USER SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PARENT'S SIGNATURE IF USER IS A MINOR

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

**SNOWTUBING TICKETS ARE NON-TRANSFERABLE & NON-REFUNDABLE**