



SNOW TUBING RELEASE OF LIABILITY

The issuance of the Snow Tubing admission ticket is subject to the following terms & conditions:

I am aware that the sport of snow tubing involves **numerous risks of injury or death**, including but not limited to, injury due to loss of control; falls; the failure of tubers to tube within their own abilities; use of lifts; collisions with or falls resulting from trees, rocks, lift towers, fences, snowmaking equipment, snow vehicles, signs, other tubers and other manmade or natural obstacles. I understand that I may encounter obstacles that are inherent in the sport, including but not limited to, bare spots, variations in snow, ice and terrain including bumps, moguls, terrain features, stumps, forest growth and debris, rocks, and other slope hazards or obstacles whether they are marked or unmarked, manmade or natural, or a result of slope design or modifications. I understand and agree that Perfect North Slopes, Inc. shall have no duty to warn me of or to remedy any natural or manmade risks, dangers or hazards. **I agree that, as a tuber, I have responsibilities to myself and to others to tube safely and in control.** I also understand and agree that it is important to my safety to pay attention while loading, riding and unloading lifts, and I agree that I will not attempt to load, ride or unload a lift unless familiar with the proper way to do so. I understand that I am voluntarily choosing to participate in the sport of snow tubing at Perfect North Slopes, Inc. with knowledge of the aforesaid risks of injury or death involved and hereby expressly agree to accept and assume all such risks of injury or death associated with the sport of snow tubing.

As lawful consideration for being permitted by Perfect North Slopes, Inc. to participate in the sport of snow tubing, **I hereby release from any and all legal liability and agree not to sue or make a claim against, and to indemnify, defend and hold harmless** Perfect North Slopes, Inc., and all of its owners, officers, members, agents and employees, its lessors and lessees for any and all claims for damage, injuries, death to myself or any person or property, including all defense costs, attorney's fees, and other expenses of any type, caused by or resulting from my participation in the sport of snow tubing or other alpine activities while on the premises, whether such costs, damage, injury or death was caused by their negligence or from any other cause.

I agree that if any portion of this agreement is determined to be unenforceable by a court of law, all other parts of the agreement shall remain in full force and effect. I further agree that any claim I may bring against Perfect North Slopes, Inc. shall be filed in the Circuit or Superior Court of Dearborn County, the State of Indiana, and I further agree that only the laws of the State of Indiana shall apply in the construction or application of this agreement.

I understand that all poles and/or flags, signage, and covers on equipment or objects or other forms of marking devices are used by the resort to inform me of the presence or location of a potential obstacle or hazard. These markers are no guarantee of my safety and will not protect me from injury. It is part of my responsibility under "Your Responsibility Code" to avoid all such obstacles or hazards, including those that are so marked.

I understand and agree that any number of conditions, natural or otherwise, may prevent Perfect North Slopes, Inc. from offering full use of all equipment and facilities. Perfect North Slopes, Inc. does not warrant or guarantee that all of its lifts, terrain or other facilities will be open or available to the public. No refunds, partial or complete, will be provided if any lifts, terrain or other facilities, which I may desire to use, are not open or available.

If renting a helmet, I understand that a helmet will help reduce the risk of some types of injuries and recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn. I understand that no helmet can protect the user against every foreseeable impact to the head and snow tubing presents situations which surpass the limits of protection offered by this helmet. In the event of any incident while wearing the helmet or damage otherwise inflicted upon the helmet, I agree to immediately cease use, return it to Perfect North Slopes Rental Dept. and provide a written report describing the incident. I furthermore release Perfect North Slopes, Inc. from any liability for damage and injury to myself or to any person or property resulting from the negligence, selection or adjustment by the rental shop and the use of this equipment by me, accepting myself the full responsibility for any and all damage or injury. I will make no misrepresentations with regard to information requested.

I have carefully read this agreement and fully understand its contents and the terms of the purchased admission ticket. I am aware that **I am releasing certain legal rights** that I otherwise may have and I enter into this legal contract of my own free will. This contract shall be legally binding upon me, my heirs, my estate, assigns, legal guardians and my personal representatives, and in the event that **I am signing on behalf of any minors, that I have full authority to do so**, realizing its binding effect on them as well as myself. I agree that any use of the admission ticket or Perfect North Slopes, Inc. facilities confirms absolutely my agreement to be bound by all these terms and others posted, whether I obtained the admission ticket myself or it was provided to me by someone else. This ticket is non-transferable and will not be replaced if lost or stolen. Perfect North Slopes, Inc. management retains the right to revoke tickets without refund if holder commits an act on premises that endangers the safety of his/herself or other persons. As a condition of holding my Perfect North Slopes admission ticket, renting equipment, and being permitted to use any and all of the facilities of the area, **I further agree to assume all risk of personal injury or loss or damage to any of my property.**

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NAME	SIGNATURE <small>(under 18 - parent/guardian signature)</small>		BIRTH DATE
STREET	CITY	STATE	ZIP
EMAIL	PHONE	DATE	