



SNOW TUBING WAIVER

Name: _____

MOUNTAIN CREEK RESORT, INC. (HEREINAFTER "MOUNTAIN CREEK") SNOW TUBING FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I, the undersigned (or legal guardians of the undersigned) understand and **EXPRESSLY AGREE** that snow tubing is an inherently hazardous sport that has many dangers and risks. I am fully aware that I will be traveling at high speed **WITH NO BRAKING SYSTEM** and have little directional control. Mountain Creek does not make any guarantees or representations as to the safety of the tube I am using. I understand that collisions with other tubes, tubers and snow banks are highly probable. I understand that I could fall out of the tube and come into violent contact with the snow, ice or other objects found on the track. I understand that any snow bank, netting, fencing or other devices erected by Mountain Creek are designed only to protect spectators and are not designed to protect tubers or to keep tubers on the course. I understand that it is possible that I might leave the course, collide with other persons or structures on the course, or lose control of my tube and fall on the course. Nonetheless, I wish to participate in this sport and agree to these terms as a condition of my participation.

I AGREE it is my sole responsibility to view the tubing area **BEFORE** I participate and to not participate if the tubing area or adjacent areas or conditions are not to my satisfaction. I have been informed about and/or made aware of and hereby certify that I, or tuber if tuber is a minor, meet(s) all admission requirements in terms of height, age, and any other requirement which may exist.

I understand that the parking areas, paths and walkways surrounding the ski area may contain snow, ice or gravel consistent with a mountain environment. I realize that injuries are a common and ordinary occurrence for persons walking, riding and skiing on a ski area's property. In addition, I understand that a helmet designed for RECREATIONAL SNOW SPORTS use may help reduce the risk of some types of injuries to the user at slower speeds but that I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

I, **EXPRESSLY AGREE**, as a condition of being allowed to participate in the sport of tubing and to use the ski area facility and premises, that I freely accept and voluntarily assume **ALL RISKS** of personal injury or death or property damage, and **FULLY RELEASE** Mountain Creek **FROM ANY AND ALL LIABILITY** for personal injury or death or property damage arising out of or resulting from my participation in this sport.

If tuber is a **MINOR**, in exchange for Mountain Creek making tubing facilities available, the undersigned parent/guardian, to the fullest extent permitted by law, **AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Mountain Creek from any and all claims, suits, costs and expenses including attorneys' fees for personal injury, death or property damage from and/or on behalf of said minor, even after the minor has attained majority, and/or claims from injured third parties arising or allegedly arising out of or resulting from said minor's conduct. The undersigned (or parent/guardian), hereby expressly **AGREES TO INDEMNIFY** Mountain Creek for **MOUNTAIN CREEK'S NEGLIGENCE**, whether partial or sole, in connection with all of the indemnification obligations set forth in this agreement. In addition, the undersigned parent/guardian signing below represents to Mountain Creek that they have the authority to enter into this contract on behalf of said **MINOR** and on behalf of any other parent or guardian of said **MINOR**.

In exchange for, and in consideration of, Mountain Creek making facilities and the ski area available to me for participation in the sport of tubing, **I CONTRACTUALLY AGREE** that any and all disputes between myself and Mountain Creek arising from my participation in the sport of tubing, and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of **THE STATE OF NEW JERSEY** and venue in the state court shall be in **Sussex County**.

I, the undersigned, **HAVE READ AND UNDERSTAND** the terms of the above and the **FULL RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT** which is an essential part of it. I am signing it freely and of my own accord, realizing **IT IS BINDING** upon myself, my heirs and assigns, and, in the event that I am signing it on behalf of any minors, that I have full authority to do so, realizing its **BINDING EFFECT** on them as well as myself.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

***ALL INFORMATION MUST BE COMPLETED ***
****One individual per Waiver****

DATE: ____ / ____ / ____ AGE: ____ PHONE: Cell Home (____) - ____ - ____

PARTICIPANT NAME: _____
(Please Print)

PARENT/GUARDIAN NAME: _____
(Please Print)

PARTICIPANT'S SIGNATURE: _____
(Must be signed by parent or legal guardian if participant is under EIGHTEEN years or age)