2018-2019 Winter Tubing Liability Waiver

Date: _____ Group Name (if applicable): _____

Adult Name: _____ Age: _____ Date of Birth:_____

Address: _____ State: _____ Zip: _____

Phone: _____ Email: _____

In Case of Emergency Contact:

Name: _____ Relationship: _____ Phone: _____

RULES AND REGULATIONS

Remember these rules are in place to ensure your safety as well as the safety of those around you!

- You must be at least 6 years old AND 42 inches tall to Tubaslide.
- You must have a valid Tubaslide ticket.
- Sit/lay on the tube so that you can drag your legs to act as brakes for slowing down/stopping
- Drag your feet to slow down and stop when approaching the bottom
- Clear from the runout area as soon as you stop at the bottom
- Only one person allowed per tube
- No horseplay on the lift
- No linking of tubes on lift and/or on the lanes
- No ski boots allowed at any time
- We reserve the right to confiscate your tuba ticket if rules are not followed
- We reserve the right to change the start length at any given time
- Grooming may occur at any time. Your time will be extended.

SKI WARD SKI AREA SNOWTUBING RELEASE AND PROMISE NOT TO SUE

For good and valuable consideration, including permission to use the facilities at Ski Ward, Inc., I agree as follows:

I. I understand that there are inherent risks related to sports of snow tubing and winter sports activities including but not limited to: variations in snow; steepness and terrain; trailside dropoffs; surface and subsurface snow and/or ice conditions; moguls; rocks; trees and other forms of forest growth or debris (above or below the surface); bare spots; lift towers; cables; utility lines; snowmaking equipment and component parts; and other forms of natural or man-made obstacles and/or trails or chutes, as well as collisions with equipment, obstacles or other skiers, snowboarders, snowtubers or persons. I understand that injuries are a common and ordinary occurrence in snow tubing.

II. To the fullest extent permitted by law I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and agree to defend and indemnify Ski Ward, Inc. D/B/A Ski Ward Ski Area, its officers, directors, members, agents, representatives, affiliated corpora- tions, shareholders, employees, volunteers, other participants, sponsors, advertisers, promoters, organizers, and owners and leasers' of premises (collectively "the released parties") from any liability, claims, damage or attorneys fees for property damage, bodily injury or death arising out of or in any was connected with my use of the facilities at Ski Ward Ski Area, whether arising from the negligence of the released parties or otherwise. I promise not to bring a claim against or sue the released parties for any property damage, bodily injury or death arising out of or in any way con- nected with my use of the facilities at Ski Ward Ski Area, whether arising from the negligence of the released parties or otherwise.

III. I further agree that Ski Ward or any person authorized by Ski Ward may use our names, photographs, pictures, slides and movies taken or made by Ski Ward in connection with our use of the facilities at Ski Ward Ski Area, in any manner, for any purpose.

IV. If any part of this agreement is found to be unenforceable, all other parts shall remain in effect and any invalid provision shall be revised so that it is valid.

I HAVE CAREFULLY READ THIS IMPORTANT DOCUMENT, FULLY UNDERSTAND ITS CONTENTS AND FREELY AND VOLUNTARILY EXECUTE IT.

_____ _____ _____

Name **Signature** **Date**

ADULT ACCOMPANYING MINOR CHILD

As parent or guardian of the minor participant named below, I have authority to enter into this agreement on behalf of the minor participant. To the fullest extent permitted by law, I, for myself and/or on behalf of the minor participant and our heirs, assigns, personal representatives and next of kin, agree that the release and promise not to sue stated in paragraph II will also apply to any claim brought by or on behalf of the child arising out of the child's use of the facilities at Ski Ward, Inc. dba Ski Ward Ski Area. I further agree to defend and indemnify the released parties against any claim by or on behalf of the minor participant.

Last Name	First Name	Age	Date of Birth

_____ _____ _____

Parent/Guardian Name **Signature** **Date**