



2021 Summer Tubing Liability Waiver and Contact Tracing Form

Date: _____ Time of Visit: _____

Adult Name: _____ Age: _____

Address: _____ State: _____ Zip: _____

Phone: _____ Email: _____

How did you hear about us? Social Media Came during winter Google Friends

RULES AND REGULATIONS

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

- Tubing is allowed for ages 5+
- Shirts and closed toe shoes are strongly recommended
- NO BARE FEET
- You must remain seated in the tube while going down with your legs out
- Linking of tubes is allowed at the discretion of the lift operator
- Remain standing on carpet lift
- Do not walk on the carpet lift
- Only one person is allowed per tube
- No horseplay on the lift
- We reserve the right to confiscate your ticket if the rules are not followed
- You must have a valid TubaSlide ticket
- Clear the run out area as soon as you get to the bottom of the TubaSlide lane
- Tubes should be kept off the grass and gravel for maximum speed
- Follow all social distancing/mask signage and employee directions

SKI WARD SKI AREA TUBING 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 tubing including but not limited to: variations in temperature; abrasions; steepness and terrain; trailside drop-offs; rocks; trees and other forms of forest growth or debris (above or below the surface); lift towers; cables; utility lines; 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 tubers or persons. I understand that the water used in the irrigation system is not from a potable source. I understand that injuries are a common and ordinary occurrence in 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 corporations, shareholders, employees, volunteers, other participants, sponsors, advertisers, promoters, organizers, and owners and lessors' of premises (collectively "the released parties") from any liability, claims, damage or attorney's fees for property damage, bodily injury or death arising out of or in any way 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 connected 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.

On behalf of myself, any minor children named on this form and our heirs, assigns, personal representatives and next of kin are (1) willing to practice social distancing between individuals and groups; (2) Are healthy enough to participate and do not have any symptoms of COVID-19; (3) Do not live with or visited a person that has been diagnosed with or suspected of having COVID-19; (4) Agree to wear a mask at all times (except when you are eating or drinking at a seated designated area).

ADDENDUM TO PARTICIPATION AND ARBITRATION AGREEMENT ADDING WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT.

In consideration of being allowed to participate in any or all of the services and activities, the undersigned acknowledges, appreciates, and agrees that: (1) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, (2) Participant for myself, and/or on behalf of my spouse, and minor child(ren)/ward(s) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, (3) agree to comply with the stated and customary terms and conditions for participation with respect to protection against infectious diseases and if I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest management employee immediately; and (4) that I, as parent/guardian, with legal responsibility for any minor participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against infectious diseases; and, (5) I, for myself and/or on behalf of my spouse, and minor child(ren)/ward(s) as well as on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Ski Ward Inc., its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, owners, parent companies, affiliated entities and lessors of premises ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

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

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

Parent/Guardian Name

Signature

Date