



SNOW TUBING AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

The undersigned, being at least 18 years old or that if he/she is younger than 18 years of age, is accompanied by a parent or guardian who has read and signed the following release (hereinafter referred to collectively as "I").

I agree and understand that snow tubing is a HAZARDOUS activity (hereinafter "Activity"). Further, I recognize that there are risks, including but not limited to, slope conditions, changes in slope conditions, other participants and onlookers, snowmaking equipment, grooming equipment, trees, rocks and other obstructions either natural or man-made, on or off the trail, above or below the surface. I recognize that injuries are a common and ordinary occurrence of the Activity. I hereby agree to freely and expressly ASSUME and accept ANY and ALL RISKS OF INJURY OR DEATH to the Participant while participating in the Activity. Further, the Participant voluntarily elects to participate in the Activity.

I hereby assume all risks which may be associated with and/or result from my involvement in such an Activity and hereby hold harmless, release, indemnify and defend Bear Creek Ski and Recreation Area, its subsidiaries and affiliates, their respective officers, directors, agents, servants and employees (hereinafter "Bear Creek"), of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me while participating in the Activity, including but not limited to, those injuries and damages caused by the negligence and/or breach of warranty, express or implied, on the part of Bear Creek.

I accept for use AS IS the snowtube(s) I will be using and accept full responsibility for the care of the snowtube(s) while in my possession.

By execution of this release, Bear Creek shall be indemnified for any injury to other person(s) or property which I may cause as a result of engaging in this Activity.

I contractually agree that any and all disputes between myself and Bear Creek arising from my participation in the Activity and including any claims for personal injury and/or death, will be governed by the laws of the state of Pennsylvania and exclusive jurisdiction thereof will be in the state court residing in Berks County where the alleged tort occurred or the federal courts of the State of Pennsylvania.

In the event any section of this Release is found to be unenforceable, the remaining terms shall be fully enforceable.

This Release shall be binding to the fullest extent permitted by law.

This Release shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors, personal representatives, and administrators and may be pled by Bear Creek as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the Participant.

WARNING: Snowtubing, including the use of lifts/tows is a dangerous sport with inherent and other risks. The risks include but are not limited to:

- Variations in the steepness and configuration of the chutes and runout area, variations in the surface
- Fences and/or barriers at or along portions of the area, the absences 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 snowtubes travel depending on surface conditions, the weight of the snowtubers and the inter-linking of snowtubes together to go down the snowtube runs
- The chance that a patron can fall out, be thrown out or otherwise leave the snowtube
- The chance that a snowtube can go from one run into another run, regardless of whether or not there is a barrier between runs, and the chance that a snowtube can go up and over the runout hill
- The chance that a snowtube can go up the runout hill and then slide back into the general runout area
- Collisions in the runout area and other locations of the snowtubing facility, with such collisions happening between snowtubes, between snowtube and other patron(s), between a snowtube and a snowtubing facility attendant, between snowtubing patrons who may or may not be in or on a snowtube at the time of the collision and other sorts of collisions
- Collisions with fixed objects, obstacles or structures located with or outside the snowtubing facility

I have carefully read the foregoing warning and liability release, understand its contents and sign it with full knowledge of its significance. The purchaser or user of a snowtubing ticket voluntarily assumes the risk of injury while participating in this sport. If you do not agree to assume the risk, please do not purchase a ticket.

PLEASE PRINT LEGIBLY --- TRIP DATE _____
IF PARTICIPANT IS UNDER 18, PARENT OR GUARDIAN MUST SIGN RELEASE

PARTICIPANT'S NAME

SIGNATURE

PARTICIPANT'S NAME

SIGNATURE

PARTICIPANT'S NAME

SIGNATURE

ADDRESS _____ APT # _____ STATE _____ ZIP _____

PHONE (_____) _____ ALTERNATE PHONE (_____) _____ EMAIL _____