

BIG BEAR SNOW PLAY

RELEASE, WAIVER & ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

PLEASE BE ADVISED THAT BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS

WARNING –Tubing (using a rubber inner tube to slide on snow), (collectively referred to as the “ACTIVITIES”) at this facility are **dangerous** activities, and involve inherent risks.

Engaging or participating in any of the ACTIVITIES is done at your own risk. Some of the dangers and risks associated with the ACTIVITIES include, among others, collisions with obstacles (both man-made and natural), collisions with other persons, tubes, or going “off course” and landing in a non-ACTIVITIES area, all of which can cause a variety of personal harm and/or damage to you and/or your property.

BY SIGNING THIS RELEASE AND WAIVER, YOU ACKNOWLEDGE YOUR UNDERSTANDING AND AGREEMENT THAT:

1. ENGAGING IN THE ACTIVITIES IS DANGEROUS AND THAT YOU ASSUME THE RISK OF INJURY WHICH MAY RESULT FROM SUCH PARTICIPATION. THIS APPLIES TO ALL PARTICIPANTS UNDER THE AGE OF 18 FOR WHOM A PARENT OR GUARDIAN HAS SIGNED THIS RELEASE AND WAIVER;
2. YOU HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS, LOSSES, INJURIES, OTHER DAMAGES, INCLUDING DEATH, THAT MAY OCCUR OR IN ANY WAY ARISE OUT OF, FROM, ARE RELATED TO, CAUSED BY OR RESULT FROM YOUR PARTICIPATION IN ANY OF THE ACTIVITIES (COLLECTIVELY, THE “CLAIMS”) AND THAT YOU SHALL HOLD SNOW PLAY INC, dba BIG BEAR SNOW PLAY. AND THEIR AFFILIATES, SUPPLIERS, MANUFACTURERS, VENDORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSIGNS, MANAGERS, SUCCESSORS IN INTEREST, PARTNERS, REPRESENTATIVES, ASSIGNEES AND ANY OF THE OWNERS OF THE PROPERTY UPON WHICH THE ACTIVITIES ARE OPERATED (HEREINAFTER “RELEASEES”), HARMLESS FROM AND AGAINST SUCH CLAIMS, REGARDLESS OF WHETHER SUCH INJURY, DAMAGE OR DEATH WAS CAUSED BY THEIR NEGLIGENCE, A BREACH OF WARRANTY OR FROM ANY OTHER CAUSE. THE SCOPE OF THIS RELEASE SPECIFICALLY INCLUDES ANY MEDICAL TREATMENT PROVIDED, OR FAILED TO BE PROVIDED.
3. I AGREE TO INDEMNIFY RELEASEES AND HOLD THEM HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITIES, EXPENSES, INCLUDING ATTORNEY’S FEES, WHICH MAY BE BROUGHT BY ANY PARTICIPANT, OR ANYONE ON THE PARTICIPANT’S BEHALF (INCLUDING

HEIRS), AS A RESULT OF ANY INJURY OR DEATH RELATED TO THE PARTICIPATION IN THE ACTIVITIES ADDRESSED HEREIN.

4. YOU HAVE READ AND UNDERSTOOD THE POSTED RULES, REGULATIONS AND PROCEDURES REGARDING YOUR PARTICIPATION IN ANY OF THE ACTIVITIES AND THAT YOU AGREE TO ABIDE BY AND FOLLOW THOSE REGULATIONS AT ALL TIMES,
5. NO PERSON UNDER THE AGE OF 18 IS PERMITTED TO PARTICIPATE IN ANY OF THE ACTIVITIES UNLESS AND UNTIL THE PARENT OR GUARDIAN OF THAT PERSON HAS SIGNED THIS **RELEASE AND WAIVER & ASSUMPTION OF RISK** AGREEMENT. THE PARENT OR GUARDIAN OF SUCH MINOR SHALL BE SOLELY RESPONSIBLE FOR THAT MINOR; AND,
6. YOUR SIGNATURE ON/AT/IN THE ELECTRONIC SIGNATURE MACHINE CONSTITUTES YOUR ORIGINAL SIGNATURE TO THIS **RELEASE AND WAIVER & ASSUMPTION OF RISK** AGREEMENT AND THAT A REPRODUCED VERSION, COPY OR OTHER FACSIMILE OF YOUR SIGNATURE MAY BE USED AS AN ORIGINAL OF YOUR SIGNATURE, WHETHER SIGNED BY YOU ON YOUR OWN BEHALF OR BY YOU AS THE PARENT OR GUARDIAN OF A MINOR.
7. BY SIGNING THIS AGREEMENT, YOU AGREE THAT RELEASEES ARE PROVIDING RECREATIONAL SERVICES, AND NOT SELLING OR LEASING A PRODUCT. HENCE, RELEASEES SHALL NOT BE SUBJECT TO CLAIMS UNDER PRODUCTS LIABILITY OR WARRANTY CAUSES OF ACTION.

**PLEASE CONDUCT YOURSELF IN A RESPONSIBLE AND SAFE MANNER
AND BE CONSIDERATE OF OTHERS
WHILE PARTICIPATING IN THE ACTIVITIES.
ALSO, THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.**

Signature _____

Printed Name _____

Child's Name _____

Date _____