

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 –Winter and Summer Tubing (using a rubber inner tube to slide down a hill, sometimes referred to herein as “Snow Play Hill”), Go Karting, and the Ropes Course, (collectively referred to as the “ACTIVITIES”) at this facility are potentially **dangerous** activities, and involve inherent risks.

Engaging or participating in any of the ACTIVITIES is done at your own risk, and by your participation, you agree to accept these risks. 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 POTENTIALLY DANGEROUS AND INVOLVES INHERENT RISKS, AND THAT YOU ASSUME THE RISK OF ANY INJURIES AND/OR DEATH WHICH MAY RESULT FROM SUCH PARTICIPATION. THIS APPLIES TO ALL PARTICIPANTS INCLUDING THOSE UNDER THE AGE OF 18 FOR WHOM A PARENT OR GUARDIAN HAS SIGNED THIS RELEASE AND WAIVER. SUCH INJURIES WHICH ARE ASSUMED, BUT IN NO WAY LIMITED TO: BROKEN BONES, CUTS, LACERATIONS, HEAR OR FACIAL INJURIES, SPINAL INJURIES, AND INJURIES TO APPENDAGES.
2. I 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 MY OR THE MINOR (S) PARTICIPATION IN ANY OF THE ACTIVITIES (COLLECTIVELY, THE “CLAIMS”) HOWEVER THE INJURY OCCURS, AND THAT I AGREE HOLD SNOW PLAY INC, dba BIG BEAR SNOW PLAY AND THEIR AFFILIATES, SUPPLIERS, MANUFACTURERS, VENDORS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSIGNS, MEMBERS, 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 (TO ANY DEGREE), 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. SUCH RELEASE APPLIES TO THE PERSON SIGNING THIS DOCUMENT AND THE MINOR(S) LISTED BELOW. FURTHER, I AND THE MINOR(S) AGREE TO WAIVE ANY AND ALL CLAIMS RELATED TO ANY ISSUES RELATED TO STAFFING OF THE SNOW PLAY HILL, SUPERVISION OF DISPATCH DOWN SNOW PLAY HILL, AND/OR TRAINING AND SUPERVISING EMPLOYEES.

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. SUCH INDEMNITY INCLUDES ANY LAWSUIT BROUGHT BY THE MINOR THROUGH A GUARDIAN AD LITEM; AND, SPECIFICALLY INCLUDES ATTORNEY'S FEES AND COSTS INCURRED BY RELEASEES.

4. I HAVE READ AND UNDERSTAND THE POSTED RULES, REGULATIONS AND PROCEDURES REGARDING THE PARTICIPATION IN ANY OF THE ACTIVITIES AND THAT I AGREE TO ABIDE BY AND FOLLOW THOSE REGULATIONS AT ALL TIMES TO MINIMIZE THE RISK OF INJURY. I FURTHER READ AND UNDERSTAND THE RIDE OPERATION, SAFETY RULES, AND SIGNS POSTED AT THE FACILITY, AND AGREE TO FOLLOW THEM.

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, WAIVER & ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**. THE PARENT OR GUARDIAN OF SUCH MINOR SHALL BE SOLELY RESPONSIBLE FOR THAT MINOR; AND,

6. I SPECIFICALLY ACKNOWLEDGE THAT MY SIGNATURE ON/AT/IN THE ELECTRONIC SIGNATURE KEYPAD CONSTITUTES AN ORIGINAL SIGNATURE TO THIS **RELEASE, WAIVER & ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT** AND THAT A REPRODUCED VERSION, COPY OR OTHER FACSIMILE OF MY SIGNATURE MAY BE USED AS AN ORIGINAL OF MY SIGNATURE, WHETHER SIGNED BY ME ON MY OWN BEHALF OR BY ME AS THE PARENT OR GUARDIAN OF A MINOR.

7. BY SIGNING THIS AGREEMENT, I 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 OTHER WHILE PARTICIPATING IN THE ACTIVITIES.**

PHOTO RELEASE: MANY AREAS OF THE FACILITY ARE FILMED VIA CCTV VIDEO, AND/OR PHOTOS ARE PERIODICALLY TAKEN OF THE OPERATIONS THROUGHOUT THE DAY. BY SIGNING THIS DOCUMENT, I, AND ON BEHALF OF THE MINOR(S) BELOW, CONSENT TO THE SAME, AND AUTHORIZE THEIR USE BY RELEASEES.

Signature _____ Date: _____

Printed Name _____

Minor's Name _____ Date of Birth _____

Minor's Name _____ Date of Birth _____