

TOGGENBURG TUBING CENTER

ASSUMPTION OF RISK AGREEMENT

PLEASE READ CAREFULLY THIS MAY AFFECT YOUR LEGAL RIGHTS

ACKNOWLEDGEMENT OF RISK

I understand and acknowledge that snow tubing is a dangerous, risk sport and that there are inherent and other risks associated with the sport and that all of these risks can cause serious and even fatal injuries. I understand that part of the thrill, excitement and risk of snow tubing is that the snow tubes often all end up in a run out area and counter slope at various times and speeds and that it is my responsibility to try to avoid hitting another snow tuber and it is my responsibility to try to avoid being hit by another snow tuber, but that, notwithstanding these efforts by myself and other snow tubers, there is a risk of collisions.

I acknowledge and understand that some, but not necessarily all, of the risks of snow tubing are the following:

- ▶ variations in the steepness and configuration of the snow tubing chutes and run out area
- ▶ variations in the surface upon which snow tubing is conducted, which can vary from wet, slushy conditions to hard packed, icy conditions and everything in between
- ▶ fences and/or barriers at or along portions of the snow tubing area, the absence 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 snow tubes travel depending on surface conditions, the weight of snow tubers and the inter-linking of snow tubes together to go down the snow tube runs and the presence of deceleration material or other objects.
- ▶ the chance that a patron can fall out, be thrown out or other wise leave the snow tube
- ▶ the chance that a snow tube can go from one run into another run, or go out of a run, regardless of whether or not there is a barrier between runs and the chance that a snow tube can go up and over the run out hill
- ▶ the chance that a snow tube can go up the run out hill and slide back into the general run out area
- ▶ collisions in the run out area and other locations of the snow tubing facility, with such collisions happening between snow tubes, between a snow tube and another patron, between a snow tube and a snow tubing facility attendant, between snow tubing patrons who may or may not be in or on a snow tube at the time of the collision and other sorts of collisions; collisions with fixed objects, obstacles or structures located within or outside of the snow tubing facility
- ▶ the use of the snow tubing lift or tow, including falling out of a tube, coasting backwards, becoming entangled with equipment and other risks

I also acknowledge and understand that I am accepting AS IS the snow tube and any other equipment involved with the snow tubing activity, including lifts and tows, and further acknowledge and understand that NO WARRANTIES are being extended to me with respect to any aspect of the snow tubing facility. I agree and understand that snow tubing is a purely voluntary, recreational activity and that if I am not willing to acknowledge the risks and agree not to sue, I should not go snow tubing.

I have read and understood the foregoing Acknowledgment of *Risks and Agreement Not to Sue* and am voluntarily signing below, intending to be legally bound hereby. If I am signing on behalf of a minor child, I understand that I may be giving up that child's right to sue as well as my right to sue. This signed Agreement is valid for the entire Tubing Season.

Participation of Minor

I am the parent or guardian of the minor on whose behalf I have signed this agreement. I have explained the risks inherent in the Adventure Center activities to my child in an age appropriate manner and he/she has acknowledged that he/she understands and accepts those risks.

Effect on Legal Rights

I have read this agreement carefully and understand its contents. I have read this agreement to my child and he/she has acknowledged that he/she understands its contents. I am aware that the agreement includes an express assumption of risk. I understand that this agreement may affect legal claims for damages in the event of death or any injury to me or my child. I acknowledge that any questions I or my child have about this agreement or the risks inherent in participating in the Tubing Center activities have been answered to my and my child's satisfaction. I have signed this document of my own free will.

Controlling Law/Venue

I agree that the terms of this agreement are binding on me and my child and shall be governed by the Laws of the State of New York. I also agree that any legal action relating to my or my child's participation in the Adventure Center activities will be brought in the New York State Supreme Court, County of Onondoga or the United States District Court for the Northern District of New York.

Inclement Weather

I understand that hours and activities of Toggenburg Tubing Center are dependent upon weather. No guarantees or refunds will be distributed.

- ▶ Snow Tubing Participants must be at least 3 years of age and at least 42 inches tall.
- ▶ Only one person allowed per tube and one tube per lane

Date _____

Print participant Name

Participant Signature

If Participant is below 18 years of age:

Print Parent/Guardian Name

Signature

Phone #

Zip Code

E-mail