

SUNBURST SNOW TUBING AND RECREATION PARK

RELEASE OF LIABILITY

PLEASE READ CAREFULLY!

EACH PERSON using a snow tube MUST complete and sign this form!

ASSUMPTION OF RISKS

I (we) understand that all forms of alpine activities are **hazardous** with many **dangers and risks** including but not limited to: **SNOWTUBING**, mini bobbing, skiing and snowboarding, riding and disembarking lifts, changing weather conditions, variations in terrain, surface or subsurface snow or ice conditions, bare spots, rocks, trees, stumps and other forms of forest growth or debris, lift towers and components thereof, buildings and fences, parked or operating vehicles, pole lines and plainly marked or visible snowmaking equipment (all of the foregoing whether above or below the snow surface), **collisions with other persons** and a multitude of **other objects** are inherent to all forms of alpine activities including snowplay. I understand that **falls, collisions and other accidents do occur**. I agree to **abide by the rules** set up by Sunburst and further acknowledge and understand that it is important to my safety to pay attention while loading, riding and disembarking the lift, **to be sure the lane is clear before starting downhill and to slowing and stopping before colliding with other people or objects**.

RELEASE OF LIABILITY

As a condition of being permitted to use the premises, today or upon returning, I (we) agree to release, hold harmless and indemnify, and promise not to sue Sunburst Snowtubing and Recreation Park, Sunburst Ski Area, its owners, Summit Ski Corporation and their directors, officers, employees, agents and representatives, as I (we) freely and voluntarily assume all risks of injury, death or property damage occurring thereon and release Sunburst, its owners, employees and agents, from any and all liability for personal injury, death or property damage resulting from negligence, conditions of the premises, operations of the ski area, actions or omissions of its employees or agents, and from my participation in alpine activities at the area, accepting for myself the full responsibility for any and all such damage or injury of any kind to me or any minor children entrusted to me which may result.

I further agree that any claim which I may at any time bring for any reasons against Sunburst, its employees and agents, shall be submitted to the jurisdiction of the Courts of Washington County in the State of Wisconsin and none other. I agree to reimburse Sunburst for its costs and attorneys' fees if it has to defend against any claim arising out of my participation and use of this pass. In the event that any section of this release is found unenforceable, the remaining terms shall be fully enforced. I understand that from time to time Sunburst will be taking pictures and videos of patrons including myself. I hereby release and authorize use of these photos and videos for Sunburst brochures, website and advertising.

I (we) HAVE READ AND UNDERSTAND ALL THE TERMS AND CONDITIONS ABOVE AND I (we are) AM AWARE THAT BY SIGNING THIS AGREEMENT I (we are) AM WAIVING THE RIGHT TO SUE AND OTHER LEGAL RIGHTS WHICH I (we) OR MY (our) HEIRS MAY HAVE AGAINST THE RELEASES. I AM FREELY SIGNING THIS RELEASE WITHOUT NEGOTIATING ITS TERMS.

(If under 18 years of age, a parent must sign below.)

As a parent/guardian of the user named below, I agree to be bound by this release and hereby indemnify, hold harmless and defend Sunburst, its owners, employees and agents, for awards, legal expenses and settlements arising out of the user's use of the premises.

User or Parent/Guardian Signature _____ Date _____

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| Family members tubing today (those 18 & over must sign separate form) |
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|----------------|
| Print Name |
| Street Address |
| City State Zip |
| Telephone |
| e-mail |