



SNOWTUBING RELEASE AND WAIVER AGREEMENT

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_
City State Zip

Seven Springs Farm, Inc. d/b/a Seven Springs Mountain Resort, its owners, officers, employees, agents, representatives, parents, and affiliates (hereinafter, "Seven Springs") has agreed to permit me to use the snow tubing facilities. In consideration for Seven Springs' permission, I agree:

- (1) that I understand that snow tubing is potentially hazardous and may result in serious injury or death. I understand that there are inherent and other risks involved in snow tubing. Some of these risks include, but are not limited to, the use of lifts and snow tubes, variations in snow, steepness and terrain, ice and icy conditions, moguls, rocks, trees, and other forms of forest growth or debris (above and below the surface), bare spots, lift terminals, cables, utility lines, snowmaking equipment and component parts, and other forms of natural or man made obstacles on and /or off chutes, as well as collisions with equipment, obstacles or other snow tubers. Snow chute conditions vary constantly because of weather changes and snow tubing use. Snowmaking and snow grooming may be in progress at any time. The negligence of other snow tubers, or of Seven Springs, may create risks.
(2) to accept all risks of snow tubing, whether specifically listed in paragraph (1) above or not.
(3) to follow all rules, instructions, and directions provided by Seven Springs. If I do not, my ticket may be revoked, with no refund of the amount paid by me.
(4) to waive my right to bring any claims against Seven Springs that arise out of or relate to my snow tubing, and to release Seven Springs from liability for any such claims. This waiver and release includes claims based upon negligence by Seven Springs. I further agree that I will indemnify, hold harmless, and reimburse Seven Springs for all losses (including attorneys' fees and costs) from any claims brought by any persons or entities arising out of or relating to my snow tubing.
(5) that all disputes arising under this Release or from my use of the tubing facilities at Seven Springs shall be litigated exclusively in the Court of Common Pleas of Somerset County, Pennsylvania.

Adults: I understand this Agreement and enter into it voluntarily.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_
(signature adult snow tuber)

Minors: I understand this Agreement and enter into it voluntarily. I have discussed this Agreement with my parent, guardian, or the adult responsible for my well-being and safety while I snow tube.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_
(signature minor snow tuber)

Parents, guardians, or responsible adults: I agree: (1) that I have discussed this Agreement with the minor; (2) that paragraphs four and five above apply to any claim by me related to the minor's participation; and, (3) to indemnify and hold Seven Springs harmless for all losses (including attorneys' fees and costs) from any claims by or on behalf of the minor related to the minor's participation.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_
(signature parent, guardian, or responsible adult)

EMERGENCY PHONE NUMBER: \_\_\_\_\_