

ADULT SNOW TUBING

RELEASE FROM ALL LIABILITY PLEASE READ CAREFULLY BEFORE SIGNING

In return for snow tubing, use of the tubing hill and other consideration, I expressly accept and agree to the following. I shall follow all instructions, and snow tube responsibly and reasonably. The rules and instructions include those printed on the back of this Release.

1. I understand and expressly agree to accept all of the risks involved in SNOW TUBING including any **negligence of Brian Head Resort, Inc., Brian Head Resort, Ltd., Brian Head Ski Ltd., Brian Head Resort Development LLC, its employees, agents, and all land owners of the tubing area (collectively the "Resort")**. Snow tubing can be a dangerous activity, which can result in serious injuries or death. The risks include variations in snow, steepness and terrain, icy conditions, slip and falls, rocks, forest growth or debris (above and below the surface), bare spots, lift terminals, cables, utility lines, the tube itself, snowmaking equipment, and other forms of natural or man-made obstacles as well as collisions with equipment, obstacles, people, other snow tubes and the **negligence of the Resort**. Snow tubing conditions vary constantly because of use and changing weather. **Snow tubers must control their speed by dragging their feet.**
2. To the fullest extent allowed by law, I agree to fully release from all claims, injuries, losses or damages arising in any way from my snow tubing including any **NEGLIGENCE** of the **Resort**. To the fullest extent allowed by law, I agree to hold harmless and indemnify the Resort from all lawsuits, claims, injuries and losses related in any way to my snow tubing even if the **Resort** is **negligent**, including reimbursement of the **Resort's** attorney's fees and costs.
3. I agree that I will not file any lawsuit or claim against the **Resort**, even if I claim that the **Resort** was **negligent** and that all disputes arising under this contract and/or from my use of the facilities at the **Resort** shall be litigated exclusively in the courts of Utah. If any provision of this Release is determined to be unenforceable, then all other provisions shall be given full force and effect.

I, the undersigned, have read and understand the above Release from Liability.

(Please Print Clearly)

DATE: _____

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ E-MAIL: _____

SIGNATURE: _____



Snow Tube Park Rules

These rules are for your safety... please read carefully.

- No double riders.
- Obey all operators' instructions.
- Kids under 5 must be supervised by an adult... but may not ride together on the same tube.
- All snow tubers must complete and sign a release of liability waiver.
- No ski boots allowed while snow tubing.
- Adults and people over 50 lbs. must ride on their stomachs and drag their feet, unless they are handicapped and receive special permission and instruction.
- You are responsible for controlling your speed by dragging your feet **or you will lose your pass.**
- Do not start until instructed by the top operator, and make sure your snow tube lane is clear.
- Ski season passes are not valid for snow tubing. However, you may purchase an "add-on" Snow Tube Season Pass if you are currently a ski season pass holder.
- Sessions times are specific, and your pass is valid until the time printed.
- If you are unfamiliar with loading and unloading, please ask an attendant for instructions.
- Only use our designated snow tubes available at the Snow Tube Park.
- Exit lanes **quickly**, looking uphill to make certain no one is accidentally coming towards you.
- In the event that your tube becomes detached from the handle on the tow, you are to roll off your tube immediately.
- ***Now Burn Rubber and Have Fun!***

_____ Initial Here

Release waiver required for every Snow Tube visit. Minor children under 18 must have parent/guardian signature.