



# SNOWTUBING AGREEMENT NOT TO SUE

**THIS IS A CONTRACT \*\*\*\*\* READ IT!**

1. IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN THE SPORT OF SNOWTUBING, I AGREE THAT I WILL NOT SUE AND WILL RELEASE FROM ANY AND ALL LIABILITY JACK FROST MOUNTAIN SKI AREA, BIG BOULDER SKI AREA, BIG BOULDER PARK, JFBB SKI AREAS INC, AND PEAK RESORTS INC., THEIR OWNERS AND OPERATORS, AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER REFERRED TO AS "JFBB") IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE SNOWTUBING FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF JFBB.
2. I further agree that I WILL INDEMNIFY AND HOLD HARMLESS JFBB from any loss, liability, damage or cost of any kind that it may incur as the result of any injury to myself, to any member of my family or to any person for whom I am signing this Agreement, even if I contend that such injuries are the result of negligence, including gross negligence, or any other improper conduct for which a release is not contrary to public policy, on the part of JFBB.
3. Notwithstanding the foregoing, if I sue JFBB, I agree that I will only sue it, whether on my own behalf or on behalf of a family member, in the Court of Common Pleas of Carbon County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between JFBB and myself shall be litigated exclusively in one of said Courts.
4. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

### ACKNOWLEDGMENT OF RISKS

5. I understand and acknowledge that snowtubing 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.
6. I understand that part of the thrill, excitement and risk of snowtubing is that usually the snowtubes all end up in a common, runout area at various times and speeds and that it is my responsibility to try to avoid hitting another snowtuber and it is also my responsibility to try to avoid being hit by another snowtuber, but that notwithstanding these efforts by myself and other snowtubers, there is a risk of collisions.
7. I acknowledge and understand that some, but not necessarily all, of the risks of snowtubing are the following:
  - \* variations in the steepness and configuration of the snowtubing chutes and runout area;
  - \* variations in the surface upon which snowtubing 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 snowtubing 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 snowtubes travel depending on surface conditions, the weight of snowtubers, the use of mats and other deceleration devices and the inter-linking of snowtubes together to go down the snowtube runs;
  - \* the chance that a patron can fall out, be thrown out or otherwise leave the snowtube;
  - \* the chance that a snowtube can go from one run into another run, or go out of a run regardless of whether or not there is a barrier, and the chance that a snowtube can go up and over the runout hill;
  - \* the chance that a snowtube can go up the runout hill and then slide back into the general runout area;
  - \* collisions in the runout area and other locations of the snowtubing facility, with such collisions happening between snowtubes, between snowtube and another patron, between a snowtube and a snowtubing facility attendant, between snowtubing patrons who may or may not be in or on a snowtube at the time of the collision and other sorts of collisions; collisions with fixed objects, obstacles or structures located within or outside of the snowtubing facility;
  - \* the use of the snowtubing lift or tow, including falling out of a tube, coasting backwards, becoming entangled with equipment and other risks.
8. I also acknowledge and understand that I am accepting **AS IS** the snowtube and any other equipment involved with the snowtubing 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 snowtubing facility.
9. I agree and understand that snowtubing 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 snowtubing.
10. I agree to allow the use of my image or likeness incidental in any photograph, live recorded video display or other transmission or reproduction of the event in any form to which this agreement admits me.
11. I have read and understand 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 represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue.

Date: \_\_\_\_\_  
 \_\_\_\_\_ Signature \_\_\_\_\_ Signature of parent/guardian (if under age 18)

Please print:

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone (\_\_\_\_\_) \_\_\_\_\_ Cell Phone (\_\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_