

# Hermits Hollow Snow Tubing and Zipline

## RELEASE OF LIABILITY

PLEASE READ CAREFULLY

EACH PERSON using a snow tube or zip riding MUST complete and sign this form! All those 18 & over must have separate release.

All persons tubing must be over 42" tall. Ziplining participants must be over 8 years of age and between 60 and 240 lbs.

**RENTAL AND USE AGREEMENT:** List all Family Members

Name: Last: \_\_\_\_\_ First: \_\_\_\_\_ Age: \_\_\_\_\_

Last: \_\_\_\_\_ First: \_\_\_\_\_ Age: \_\_\_\_\_

Last: \_\_\_\_\_ First: \_\_\_\_\_ Age: \_\_\_\_\_

Last: \_\_\_\_\_ First: \_\_\_\_\_ Age: \_\_\_\_\_

Phone # of adult \_\_\_\_\_ E-mail address: \_\_\_\_\_

I accept for use in its AS IS condition the equipment necessary for snow tube or zipline use and accept full responsibility for its care while it is in my possession. I will be responsible for the replacement, at full retail value, of any equipment rented from Schweitzer Mountain Resort. under this agreement, which is not returned. I agree to reimburse Schweitzer Mountain Resort for any loss or damage of any kind to the rental equipment other than reasonable wear and tear.

**Tubing:** I agree to heed all signs and follow the directions of the tube hill attendants.. I agree there are no warranties, expressed or implied, which have been made to me concerning the rental equipment, and I accept the rental equipment in its AS IS condition.

**Zipline:** I understand that I must participate fully in a training session and follow the exact instructions of the zipline attendant. I will not climb or descend the tower unless instructed to do so. I agree to return the trolleys, harness and helmet to the zipline attendant immediately following my ride.

### **B. RELEASE OF LIABILITY:**

I accept and understand that the sport of snow-tubing and use of the zipline involves certain inherent and other risks, dangers, and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in this sport. Risks include, but are not limited to, risk of injury or death from changes in terrain and snow surface, slips, falls, exposure to cold, ice, bumps, jumps, bare spots, debris, fences, decks, posts, trees, lift equipment and towers, light poles, signs, buildings, and walkways, ramps, padded and non-padded barriers, obstacles and other terrain features, grooming equipment, snowmobiles, collisions with other snow-tubes or snow-tubers, or lift attendants and/ other objects and hazards both natural and man-made.

I acknowledge that that tubing and ziplines are high impact, high active sports activities and that persons who have bad backs, necks, shoulders, knees, joints, broken bones, heart or lung problems, pregnancy or other conditions should not participate in these activities. I have made a voluntary choice to participate in these activities despite the risks that they present. In consideration of my being permitted to participate in tubing or the zipline, and renting snow tubing equipment **I FREELY ACCEPT AND ASSUME ALL RISKS OF INJURY ASSOCIATED WITH THESE ACTIVITIES.**

I further agree to RELEASE FROM LIABILITY and to INDEMNIFY, DEFEND AND HOLD HARMLESS Schweitzer Ski Operations L.L.C. and their owners and agents, landowners, affiliated companies and employees for any damage, injury or death to myself or to any person or property, whether caused by THEIR NEGLIGENCE or for any other reason, in any way connected with my preparation or practice for or my participation in this activity.

I, the undersigned, understand that I must listen to and follow all directions given by the attendant. I have carefully read and understand this agreement and all of its terms. I understand that this is a RELEASE OF LIABILITY that will legally PREVENT me or any other person from filing suit or making any legal claim for damages in the event of my death or any injury to me. I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns and legal representatives.

By affixing my signature below, I represent that I am over the age of eighteen (18) years. I acknowledge that I have carefully read and understood this agreement and all of its terms. I understand that this is a **RELEASE OF LIABILITY** which will legally PREVENT me or any other person from filing suit or making any other legal claim for damages in the event of my death or any injury to me. I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns and legal representatives. If I am signing on behalf of a minor and I accept full responsibility for all expenses incurred as a result of the minor's participation in recreating at Schweitzer. I agree to RELEASE, HOLD HARMLESS, and INDEMNIFY Schweitzer for any claims brought by or on behalf of my minor child(ren), including negligence claims.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent or Guardian of a Minor Participant (Must be signed by a parent or legal guardian if participant is under eighteen years of age)

**This is a liability release and affects your legal rights. Read carefully before signing.**