

# Hermits Hollow Snow Tubing

## RELEASE OF LIABILITY *Please read carefully*

**All persons tubing must be over 42" tall.**

**RENTAL AND USE AGREEMENT:** List all minor family members. *All persons over the age of 18 must sign their own form.*

**Your Name:** Last: \_\_\_\_\_ First: \_\_\_\_\_ Age: \_\_\_\_\_

**Minor:** Last: \_\_\_\_\_ First: \_\_\_\_\_ Age: \_\_\_\_\_

**Minor:** Last: \_\_\_\_\_ First: \_\_\_\_\_ Age: \_\_\_\_\_

**Minor:** Last: \_\_\_\_\_ First: \_\_\_\_\_ Age: \_\_\_\_\_

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

I accept for use in its AS IS condition the equipment necessary for snow tube 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. 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 AS IS condition. Additionally, I agree to heed all signs and follow the directions of the tube hill attendants.

### **RELEASE OF LIABILITY:**

I accept and understand that the sport of snow tubing 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 (above and below the surface), slips, falls, exposure to cold, ice, bumps, jumps, bare spots, debris, fences, decks, posts, trees, any movement of snow including, but not limited to, slides, sloughs or avalanches; any depths of snow, including tree wells, or any accumulations of snow, whether natural or man-made, including snowmaking mounds moving snow, lift equipment and towers, light poles, signs, buildings, and walkways, ramps, padded and non-padded barriers, obstacles and other terrain features, grooming equipment, snowmobiles, ski and snowboard traffic and other hazards, 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 is a high impact, high active sports activity 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 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. I **CONTRACTUALLY AGREE** that ALL claims for injury and/or death shall be **GOVERNED BY IDAHO STATE LAW** and **EXCLUSIVE JURISDICTION** shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of Idaho. I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns and legal representatives.

I hereby grant Schweitzer Mountain Resort, their representatives or assigns (including any agency, client, partner or publication) irrevocable **permission to publish photographs** of me or my child. These images may be published in any manner, including websites, newsletters, advertising, periodicals and publications of any sort. Furthermore, I will hold harmless Schweitzer Mountain Resort, their representatives and assigns from any liability, by virtue of blurring, distortion or alteration that may occur in producing the finished product, unless it can be proven that such blurring, distortion or alteration was done with malicious intent to me.

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. 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 \_\_\_\_\_ Print Name \_\_\_\_\_ 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.**