

Mount Ski Gull Inc. / TUBING
Release of Liability and indemnity agreement

I, (or parent/legal guardian of the undersigned) recognize that there are **EXTREME** Dangers associated with participation in the sport of tubing. I am fully aware of the possible risks and dangers inherent in participating in the sport of tubing, including, but not limited to, the fact that I will be traveling at high speed **WITH NO BRAKING SYSTEM** and have little directional control. I understand that Mount Ski Gull Inc. does not make any guarantees or representations as to the safety of the tube. I fully understand that violent collisions are a high probability, that any snow bank, netting, fencing or other devices erected by Mount Ski Gull Inc. are designed as visual aids, and not to protect spectators and are not designed to protect tubers and that it is possible that I might leave the course, collide with other persons or structures on the course, or lose control of my tube and fall on the course. I also understand that I may be required to walk my tube up a hill and there is a high possibility of slipping and falling. Accordingly, I understand that I must use extreme caution and control myself at all times and anticipate the unexpected and that I understand I must use extreme caution and control myself at all times and anticipate the unexpected and that I understand and accept the risks I must use extreme caution and control myself at all times and anticipate the unexpected and that I understand and accept the risks and hazards of the tubing activities and I am solely responsible for my own safety.

I acknowledge that tubing and related activities are **EXTREMELY HAZARDOUS** activities and that I have made a voluntary choice to participate in those activities despite the **EXTREME** risks and dangers that they present. In consideration of my being permitted to participate in the sport of tubing I expressly agree to **ASSUME ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH w OF NEGLIGENCE RESULTING IN PERSONAL INJURY, DEATH OR PROPERTY DAMAGE**. Nothing in this release should be construed as releasing any claims I may have for reckless, intentional or willful and wanton acts.

I **AGREE** it is my sole responsibility to view the tubing area **BEFORE** I participate and to not participate if the tubing area or adjacent areas or conditions are not to my satisfaction. I further hereby **RELEASE FROM LIABILITY AND AGREE TO INDEMNIFY AND HOLD HARMLESS** Mount Ski Gull Inc. and their owners, 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** in any way connected with the physical condition of the tubing area and adjacent area, my preparation, practice and/or participation in this activity.

If user is a **MINOR**, in exchange for Mount Ski Gull Inc. making tubing, related activities and facilities available, the undersigned **AGREES TO DEFEND AND INDEMNIFY** Mount Ski Gull Inc. **AND ALL EVENT SPONSORS** from any claim for personal injury, death or property damage from said minor, even **AFTER** the minor has attained **MAJORITY**, and to **HOLD** Mount Ski Gull Inc. its representatives, agents, officers, directors and employees **HARMLESS** from any claim, legal action, harm, injury damages or loss to personal and/or property made on behalf of the aforementioned minor or from **THIRD PARTIES** injured by the minor.

In exchange for, and in consideration of, Mount Ski Gull Inc. making the facilities and the ski area available for participation in tubing. I **CONTRACTUALLY AGREE** that any and all disputes between myself and Mount Ski Gull Inc. arising from participation in the sport of tubing, and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA** and the **EXCLUSIVE JURISDICTION** thereof will be in the state of federal courts of the **STATE OF MINNESOTA**.

I **UNDERSTAND AND ACCEPT THE RISKS AND HAZARDS OF PARTICIPATION IN THE ACTIVITY OF TUBING**.

I **UNDERSTAND THAT BY SIGNING THIS RELEASE, I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS RELEASE**.

I **RELEASE** Mount Ski Gull Inc. **FOR CLAIMS OF NEGLIGENCE RESULTING IN PERSONAL INJURY, DEATH OR PROPERTY DAMAGE**.

Signature _____ (sign clearly)

Address _____ City: _____ State: _____ Zip: _____

Date: _____ Location: Mount Ski Gull, Inc.

**** If the person executing this release is a minor, the following section must be completed ****

I represent that I am a parent or guardian of the minor who has signed the release, and I agree that we both will be bound thereby.

Signature _____ Date _____

Address _____ City _____ State _____ Zip _____

Relationship to Minor _____