

POLAR PLUNGE SNOW TUBING
HIDDEN VALLEY SKI-TUBE-RIDE AREA, WILDWOOD, MISSOURI
ACKNOWLEDGMENT OF RISK AND AGREEMENT NOT TO SUE
THIS IS A CONTRACT! ***** PLEASE READ!

1. I understand and acknowledge that snow tubing is a dangerous, risky 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.
2. I understand that part of the thrill, excitement and risks of snow tubing is that the snow tubes all end up in a common, run-out area at various times and speeds and that is my responsibility to try to avoid hitting another snow tuber, and it is also my responsibility to try to avoid being hit by another snow tuber, but that notwithstanding these efforts by myself and other snow tubers, there is a risk of collisions.
3. I acknowledge that the risks of snow tubing include, but are not limited to, the following:
 - Variations in the steepness and configuration of the snow tubing chutes and run-out area;
 - Variations in the surface upon which snow tubing is conducted, which can vary from wet, slushy conditions to hard packed, icy conditions and everything in between;
 - Fence and/or barriers at or along portions of the snow tubing area, the absence of such fence and/or barriers and the inability of fences and/or barriers to prevent or reduce injury;
 - Changes in the speed at which snow tubers travel depending on surface conditions, the weight of snow tubers and the inter-linking of snow tubers together to go down the snow tube runs;
 - The chance that a patron can fall out, be thrown out or otherwise leave the snow tube;
 - The chance that a snow tube can go from one run to another run, regardless of whether or not there is a barrier between runs, and the chance that a snow tube can go beyond the run-out area;
 - The chance that a snow tube can go up the run-out hill and then slide into the general run-out area;
 - Collisions in the run-out area and other locations of the snow tubing facility, with such collisions happening between snow tubes, between a snow tube and another patron, between a snow tube and a snow tubing facility attendant, between a snow tubing patron who may or may not be in or on a snow tube at the time of the collision and other sorts of collisions; collisions with fixed objects, obstacles or structures located within or outside of the snow tube facility;
 - The use of the snow tubing carpet lift or tow, including falling out of a tube, slipping backwards, becoming entangled with equipment, railing and fencing, slipping and falling on the carpet lift and/or the adjacent deck and other risks.
4. I also acknowledge and understand that I am accepting **AS IS** the snow tube and any other equipment involved with the snow tubing 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 snow tubing facility.
5. I agree and understand that snow tubing is a purely, voluntary, recreational activity and that if I am not willing to acknowledge the risk and agree not to sue, I **should not go snow tubing**.
6. 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.
7. **IN CONSIDERATION OF THE ABOVE AND 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, HIDDEN VALLEY GOLF AND SKI, INC. OR PEAK RESORTS, INC., THEIR OWNERS, OPERATIONS, LESSORS, LESSEES, OFFICERS, AGENTS, AND EMPLOYEES 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 ON THE PART OF THE SNOWTUBING FACILITY.**
8. **I further agree that I WILL INDEMNIFY AND HOLD HARMLESS HIDDEN VALLEY GOLF AND SKI, INC. AND PEAK RESORTS, INC. THEIR OWNERS, OPERATORS, LESSORS, LESSEES, OFFICERS, AGENTS, AND EMPLOYEES from any loss, liability, damages or cost of any kind that it may incur as the result of any injury to myself or to any member of my family or to any person for whom I am explaining that meaning of this agreement, even if it is contended that any such injury was caused by the negligence on the part of the snow tubing facility.**
9. I understand and agree that this Agreement is governed by the laws of the State of Missouri. 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.
10. I have read and understand the foregoing Acknowledgement of Risks and Agreement Not to Sue. I understand by reading this 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.

Printed Name _____

Date _____

Signature _____