

CHINA PEAK MOUNTAIN RESORT, LLC TUBING WARNING, ASSUMPTION OF RISK, HOLD HARMLESS, INDEMNIFICATION, AND RELEASE OF LIABILITY AGREEMENT
Please read carefully before signing. This is a release of liability and waiver of certain legal rights

Please fill in all information, and print as clearly as possible.

Participant's Name (Last):		Participant's Name (First):	
Participant's Street Address:			
Participant's City:		Participant's State:	Participant's ZIP:
Participant's Phone:		Participant's Email:	
Participant's Age:	Participant's Height:	Participant's Weight:	

In consideration of **China Peak Mountain Resort, LLC** and its employees, agents, subcontractors, officers, owners, directors, affiliates, and related corporations, hereafter "**CPMR**", allowing the participant named above to participate in snow play activities, including but not limited to tubing and related activity, at **CPMR**, it is agreed on behalf of Participant and for his/her heirs, assigns, and representatives, (hereafter collectively "Participant") that:

Participant (and guardian if Participant is a Minor) understands that all forms of **SNOW PLAY** and **SNOW SLIDING**, including tubing and related activities, are **HAZARDOUS ACTIVITIES**. Participant (and guardian if Participant is a Minor) also understands that all forms of Snow Play, including terrain features and jumping, have **RISKS OF INJURY, INCLUDING DEATH** that reasonable care, caution, instruction and expertise cannot eliminate. Participant (and guardian if Participant is a Minor) further understands that injuries are common and ordinary occurrences during these activities. **Participant (and guardian if Participant is a Minor) hereby agrees to freely, voluntarily and expressly ASSUME and accept any and ALL RISKS of any injury to any part of the user's body while engaging in any form of Snow Play and Snow Sliding.**

Please Initial

Participant (and guardian if Participant is a Minor) agrees to hold harmless, release, defend, and indemnify **CPMR**, as well as the equipment manufacturers and distributors, for any and all loss or damage Participant may sustain or cause to persons or property while engaged in snow play, snow tubing, and related activities. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage, that may arise out of the use of **CPMR's** facilities, or any equipment, regardless of whether such loss or damage be cause to myself or to others. **Participant (and guardian if Participant is a Minor) agree NOT to make a claim against or sue CPMR, or any of the equipment manufacturers and distributors for injuries or damages** relating to or arising from: the use of chairlifts or surface tows, any Snow Play or Snow Sliding activities and/or the use of any rented or furnished equipment. I accept full responsibility for any and all injuries or damages, whether while walking or involved in Snow Play activities.

Please Initial

Participant (and guardian if Participant is a Minor) hereby releases **CPMR**, as well as the equipment manufacturers and distributors, from any and all liability to me or my property resulting from their own acts of negligence. Participant (and guardian if Participant is a Minor) understands that **CPMR**, as well as the equipment manufacturers and distributors, are not responsible for the consequences of their own negligence, that is, their failure to use reasonable care in any way in operation of this snow play facility, as well as the installation, maintenance, selection, adjustment, and use of any equipment provided to participant. Participant (and guardian if Participant is a Minor) acknowledge that Participant (and guardian if Participant is a Minor) are freely and expressly assuming and accepting any and all risks of property damage, personal injury, or death as the user of this facility.

Please Initial

Participant (and guardian if Participant is a Minor) understands and is aware that the snow tube and any other equipment being furnished could be hazardous to Participant's well being while participating in Snow Play activities, including but not limited to snow tubing and related activities.

Please Initial

Participant (and guardian if Participant is a Minor) understands that **SURFACE CONDITIONS** on roads, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to the deposit, melting and refreezing of snow, rain, sleet, hail and ice, and the presence of sand, cinders or gravel, any of which may also be tracked on to interior surfaces, such that **WALKING OR OTHER DAILY ACTIVITIES, particularly in ski boots or snowboard boots, may become DANGEROUS**. Participant (and guardian if Participant is a Minor) **FREELY ASSUME ANY AND ALL RISKS of surface conditions, INCLUDING THE RISK OF ANY NEGLIGENCE OF CPMR.**

Please Initial

Participant (and Guardian if Participant is a minor) hereby represents they are physically able to participate in snow sliding activities and authorizes any medical treatment deemed necessary in the event of any injury occurring while at **China Peak Mountain Resort**. Participant (and Guardian if Participant is a minor) either has appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

Please Initial

Participant (and Guardian if Participant is a minor) grants permission to **CPMR** to use Participant's image appearing in any photographs, videotape, motion picture or any other media for any of **CPMR's** advertising or promotional purposes whatsoever, in perpetuity throughout the world.

Please Initial

Participant (and Guardian if Participant is a Minor) understands that absolutely no foot traffic is permitted anywhere within the tubing facility. Spectators must remain outside of the designated tubing facility at all times.

Please Initial

I have read this agreement and understand its terms. I am aware that this is a binding contract which provides a comprehensive release of liability. However, it is not intended to assert any claims or defenses that are prohibited by law. I agree that the foregoing agreement is intended to be as broad and inclusive as is permitted by law and that if any portion or paragraph is held invalid, the balance shall continue in full legal force and effect.

Participant's Signature & Date

IF UNACCOMPANIED MINOR:

On behalf of myself and on behalf of the Participant herein (required if Participant is a minor), I agree for myself and for Participant to be bound by all terms and conditions of the foregoing agreement, including to **INDEMNIFY AND HOLD CPMR HARMLESS** as set forth above.

Participant's Parent or Guardian Signature & Date