

BIG ROCK - SNOW TUBING

Release ,Waiver of Liability & Indemnity Agreement

Acknowledgment of Risk. I, the undersigned, understand and agree that the recreational sport of snow tubing contains inherent and other risks that could lead to serious injury and/or death. Snow tubing is inherently dangerous and the undersigned fully realizes the potential dangers and risks associated with participation in snow tubing and voluntarily accept and assume all such risks in connection therewith. The risks include injuries resulting from my own actions as well as the actions of others, including, but not limited to, falling out of the tube; traveling at various rates of speed; collisions with other tubes, tubers or spectators; collisions with man-made objects such as fencing, snowmaking and grooming equipment; and collisions with natural objects. Recognizing the risks and dangers, the undersigned voluntarily chooses to participate and assumes all risks and dangers of participation in snow tubing whether or not described above, known or unknown.

Release & Indemnity. In consideration of being allowed to participate in snow tubing, the Undersigned unconditionally RELEASES, HOLDS HARMLESS AND WAIVES ALL CLAIMS that the Undersigned may have in the future against **Big Rock**, it's officers, directors, trustees, employees, volunteers, insurers, venue, sponsors, contractors and assigns (hereinafter collectively referred to as the "Releasee") for all loss, damage, injury or expense (including attorney fees) which the undersigned may suffer or sustain as a result of my participation in snow tubing due to any cause whatsoever, and further to save and hold harmless each Releasee from any claim by me, or my family, estate, heirs or assigns, arising out of my participation in snow tubing. The undersigned further agrees to indemnify and hold harmless Releasee from and against all liability or damage of any kind from any suits, claims and demands, including attorney fees and expenses whether or not in litigation, arising out of, or related to the undersigned's participation in the snow tubing.

I understand and acknowledge that all applicable rules for participation in snow tubing and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME AT ALL TIMES** while participating in snow tubing. I undertake and agree to remove myself from participation in snow tubing should I sense or observe any hazard or unsafe condition, or feel unfit or unable to safely continue.

The undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Maine, and that if any portion is declared invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY and am aware that by signing this document, I am waiving substantial legal rights on my own behalf, and on behalf of my estate, heirs, executors and next of kin, including giving up the right to sue.

Please check one of the following, then sign and date where indicated:

_____ I further state that I am 18 years of age or older and legally competent to sign this Release and that I have signed this document of my own free act.

_____ I am a minor under the age of 18. The undersigned is the parent or guardian of the participant has signed this Release on my behalf.

Date: _____, 20____
(Tubing Date)

Signature of Participant or
Parent or Guardian of Participant

Printed Name of Participant

Additional Names of Minor Children of the Parent/Guardian in the group
to be included in this Release and Waiver of Liability Agreement:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

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