

MT. ITASCA WINTER SPORTS CENTER

200 Mt. Itasca Drive
Coleraine, MN 55722



The gateway to Minnesota winter recreation

SNOW TUBING—RELEASE OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

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 Mt. Itasca Winter Sports Center, or Itasca Ski & Outing (herewith known as Mt. Itasca) 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 Mt. Itasca 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 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 OR 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 Mt. Itasca, it's management, Board Members, their agents, landowners, affiliated companies, employees, and volunteers for 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, Mt. Itasca is making the facilities and the ski area available for participation in tubing. I CONTRACTUALLY AGREE that any and all disputes between myself and Mt. Itasca 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 MT. ITASCA FOR CLAIMS OF NEGLIGENCE RESULTING IN PERSONAL INJURY, DEATH OR PROPERTY DAMAGE.

Signature _____ Date: _____

Address _____ City: _____ State: _____ Zip: _____

IF A MINOR, I REPRESENT THAT I AM A PARENT OR GUARDIAN OF THE MINOR AND I AGREE THAT WE BOTH WILL BE BOUND THEREBY:

Signature _____ Date: _____

Address _____ City: _____ State: _____ Zip: _____

Relationship to Minor _____