

# **SNOW TUBING RELEASE OF LIABILITY**

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

1. The undersigned, being at least 18 years old, (and/or being the parent or guardian of a minor less than 18 years old and accompanying such minor) has read and signed the following release, and shall hereafter be referred to **collectively** as "I".
2. I warrant and represent that I am in good health and that there are no special problems associated with my health that are not specifically listed on this release that will prevent or impede my safe participation in these activities.
3. I agree and understand that snow tubing and riding the tow can be hazardous (hereinafter referred to as activities). Further I recognize that there are risks, including but not limited to, changing weather conditions, collisions with fixed or moving objects, collisions with other persons participating in this activity, falling failing to control my speed, others failing to control their speed, keeping proper intervals, improper use of equipment or failure of equipment. I recognize that injuries are a common and ordinary result of these activities. I hereby agree to freely and expressly assume and accept any and all risks of injury and/or death while participating in these activities. Nonetheless, I voluntarily elect to participate in these activities. \_\_\_\_\_(initial)
4. I hereby assume all risks which may be associated with and/or result from my involvement in these activities and hold harmless, release, indemnify and defend Idaho X-Sports LLC, its subsidiaries and affiliates, their respective officers, directors, agents, servants and employees, and land owners of and from any liability, claims, demands, actions and caused of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me or my dependents while participating in this activity, including but not limited to, those injuries and damages caused by the negligence and/or breach of warranty, expressed or implied, on the part of Idaho X-Sports LLC. \_\_\_\_\_(initial)
5. By executions of this release Idaho X-Sports, LLC shall be indemnified for any injury to any other person(s) or property which I may cause as a result of engaging in these activities.
6. I authorize Idaho X-Sports LLC, and/or it's authorized personnel to call for medical care for me or my dependents or to have me or my dependents transported to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for me/us. I agree that upon my/our transport to any such medical facility or hospital that Idaho X-Sports LLC, shall not have any further responsibility for me/us. Further, I agree to pay all costs associated with such medical care and related transportation for me/us and shall indemnify and hold harmless Idaho X-Sports LLC of any and all costs incurred therein.
7. I contractually agree that any and all disputes between myself and Idaho X-Sports, LLC, arising from my participation in these activities including claims for personal injury and/or death, will be governed by the laws of the State of Idaho and exclusive jurisdiction thereof will be in the state court residing the county where the alleged tort occurred or the Federal Courts in the State of Idaho.
8. In the event any section of this release is found to be unenforceable, the remaining terms shall be fully enforceable.
9. **This release shall be binding to the fullest extent permitted by law.**
10. This release shall be binding upon my assignees, subrogors, distributes, heirs, next-of-kin, executors, personal representatives, and administrators and may be pled by Idaho X-Sports, LLC as a complete bar and defense against my claim, demand, action or causes of action by and or on the behalf of the participant.
11. I understand that it is standard practice for Idaho X-Sports employees and representatives to take photographs of patrons while at the hill. I hereby give permission to Idaho X-Sports, LLC to use these photos as they see fit in their advertising campaigns.

**I/WE HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS' CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Printed name of participant (s)

Signature of participant(s)  
EXCEPT MINORS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

<p><b>Printed name of parent or guardian</b></p> <p>_____</p> <p><b>Signature of parent or guardian</b></p> <p>_____</p>
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