



PATS PEAK
Snowtubing Release of Liability

Snowtuber's Name _____ (Please print)

Address: _____

The undersigned, being at least 18 years of age, _____ (Print name) hereby represents that they are the parent/ guardian or have authority to bind

_____ hereinafter referred to as the "SNOWTUBER".

(Print name of SNOWTUBER)

I understand and accept that snowtubing in its various forms is a HAZARDOUS sport that has many dangers and risks. It is further understood that snowtubing is HAZARDOUS. Initial _____

In exchange for being able to use the facilities at PATS PEAK Skiing, LLC I, for myself and those for whom I sign this release, hereby release PATS PEAK Skiing, LLC and its owners, agents, employees, facility operators, and all park sponsors, from any and all liability for damage and personal injury to me and my property and to those for whom I sign this release. I understand PATS PEAK Skiing, LLC and its owners, agents and employees as well as the park sponsors, are not responsible for the consequences of their own **NEGLIGENCE**, that is their failure to use reasonable care in all aspects of operations of this Snowtube park, as well as in the grooming, maintenance and selection of the Snowtube park and in the transportation of participants to and from the Snowtube park. I hereby further release, for myself and those for whom I sign this release, PATS PEAK Skiing, LLC from said acts of **NEGLIGENCE**. I acknowledge that I am freely and expressly assuming and accepting on behalf of myself and on behalf of those for whom I sign this release, any and all risks of property damage, personal injury or death as a result of using the Snowtubing park.

Initial _____

I agree to defend, indemnify, and hold harmless PATS PEAK Skiing, LLC and its owners, agents, employees, as well as the facility operators, for any and all loss or damage I or the minor child for whom I sign this release suffer or which I or the minor child from whom I sign this release may cause to person or property while engaged in snowtubing related activities. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage that may in any way arise out of the use of the Snowtube park or equipment, regardless of whether such loss or damage be caused to myself or to others.

Initial _____

This agreement is governed by the applicable law of New Hampshire. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. Initial _____

Further, full permission is hereby given to use photographs or movies of the said snowtubers taken during any event for the purpose of promoting events of PATS PEAK Skiing LLC. Initial _____

I, the undersigned, acknowledge that I have carefully read this agreement and release of liability and understand its content. I understand that my signature below expressly waives rights I and those for whom I sign this release have to bring a claim against or sue PATS PEAK Skiing, LLC. for injuries and damages. I further understand that this is a contract that limits my legal rights and that it is binding upon me, my heirs, legal representatives and those for whom I sign this release. This release applies to every visit to PATS PEAK Skiing, LLC during the season that I execute this release without the need to sign additional releases of liability.

Parent or Guardian Signature

Date