



SNOW TUBING AGREEMENT

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

The undersigned, being at least 18 years old or that if he/she is younger than 18 years of age is accompanied by a parent or guardian who has read and signed the following release (hereinafter referred to collectively as "I"), attest that I have read, understood and signed the following release.

I AGREE AND UNDERSTAND THAT SNOW TUBING AND USE OF THE LIFT ARE HAZARDOUS ACTIVITIES (HEREINAFTER "ACTIVITIES"). I HEREBY AGREE TO FREELY AND EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH TO THE PARTICIPANT WHILE PARTICIPATING IN THE ACTIVITY. FURTHER, THE PARTICIPANT VOLUNTARILY ELECTS TO PARTICIPATE IN THE ACTIVITY. I RECOGNIZE THAT INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF THE ACTIVITY.

I HEREBY ASSUME ALL RISKS WHICH MAY BE ASSOCIATED WITH AND/OR RESULT FROM THE PARTICIPANT'S INVOLVEMENT IN SUCH ACTIVITIES AND HEREBY AGREE TO HOLD HARMLESS, RELEASE, INDEMNIFY, DEFEND, AND NOT SUE BEAR CREEK MOUNTAIN REAL ESTATE, LLC, BEAR CREEK MANAGEMENT Co., LLC, ITS SUBSIDIARIES AND AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER "BEAR CREEK"), OF AND FROM ANY LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE PARTICIPANT WHILE PARTICIPATING IN THE ACTIVITIES OR USING ANY OF THE RESORT FACILITIES OR PROPERTY, INCLUDING BUT NOT LIMITED TO, THOSE INJURIES AND DAMAGES CAUSED BY NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, AND/OR ANY OTHER IMPROPER CONDUCT, EXPRESS OR IMPLIED, ON THE PART OF BEAR CREEK.

WARNING: Snow tubing, including the use of lifts/tows is a dangerous sport with inherent and other risks. The risks include but are not limited to:

- Variations in the steepness, contour and configuration of the runs, chutes and run out area and variations in the sliding surface
- Fences and/or barriers at or along portions of the area, the absences of such fences and/or barriers and the inability of fences and/or barriers to prevent or reduce injury
- Changes in the speed at which snow tubes travel depending on surface conditions, the weight of the snow tubers and the inter-linking of snow tubes together to go down the snow tube runs
- Slipping and falling on snow, ice or other surfaces in the tubing area and throughout the resort
- The chance that a patron can fall out, be thrown out or otherwise leave the snow tube
- The chance that a snow tube can go from one run into another run, regardless of whether or not there is a barrier between runs, and the chance that a snow tube can go up and over the run out hill
- The chance that a snow tube can go up the run out hill and then slide back into the general run out area
- Collisions in the run out area and other locations of the snowtubing facility, collisions happening between snow tubes, collisions between snow tube and other patron(s), collisions between a snow tube and a snowtubing facility attendant, collisions between snowtubing patrons who may or may not be in or on a snow tube at the time of the collision and other sorts of collisions
- Collisions with motor vehicles, lane barriers, fixed objects, obstacles or structures located within or outside the snowtubing facility

I accept for use AS IS the snow tube(s) the participant will be using and accept full responsibility for the care of the snow tube(s) while in my possession.

By execution of this release, Bear Creek shall be indemnified for any injury to other person(s) or property which the participant may cause as a result of engaging in this Activity. I contractually agree that any and all disputes between myself and Bear Creek arising from participation in the Activity and including any claims for personal injury and/or death, will be governed by the laws of the Commonwealth of Pennsylvania and exclusive jurisdiction thereof will be in the state court residing in Berks County where the alleged tort occurred or the federal courts of the Eastern District Commonwealth of Pennsylvania.

In the event any section of this release is found to be unenforceable, the remaining terms shall be fully enforceable. This release shall be binding to the fullest extent permitted by law. This release shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors, personal representatives, and administrators and may be pled by Bear Creek as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the participant.

If the participant is a minor, I agree that I am signing as a parent or legal guardian who is at least 18 years of age. I further attest that I have read this release to the minor in age appropriate language and the minor understands the implications of this release and contract and agrees to the terms and conditions set forth herein. I agree to defend and indemnify Bear Creek for any action that is brought by or on behalf of the minor, even if it is alleged that the minor's accident was caused by Bear Creek's negligence. I have carefully read the foregoing warning and liability release, understand its contents and sign it with full knowledge of its significance.

The user of Bear Creek's tubing facility voluntarily assumes the risk of injury while participating in the Activity. If you do not agree to assume the risk, please do not use Bear Creek's facilities.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTOOD ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Participant Name: _____ Signature: _____ Date: _____

Parent/Guardian Name: _____ Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____