

Yawgoo Valley Ski Area & Tubing Park

SNOW TUBING ACKNOWLEDGMENT OF RISK AND AGREEMENT NOT TO SUE

THIS IS A CONTRACT! PLEASE READ IT!

1. I understand and acknowledge that snow tubing is a dangerous, risk sport and that there are inherent and other risks associated with the sport and that all of these risks can cause serious and even fatal injuries.
2. I understand that part of the thrill, excitement and risk of snow tubing are that the snow tubes all end up in a common run-out area at various speeds and that it is my responsibility to try to avoid hitting another snow tuber and it is also my responsibility to try to avoid being hit by another snow tuber, but that notwithstanding these efforts by other snow tubers and myself, there is a risk of collisions.
3. I acknowledge and understand that some, but not necessarily all of the risks of snow tubing are the following;
 - a. Variations in the steepness and configuration of the snow tubing chutes and run-out area;
 - b. Variations in the surface upon which snow tubing is conducted, which can vary from wet, slushy conditions to hard packed icy conditions and everything in between;
 - c. Fences, berms and/or barriers at or along portions of the snow tubing area, the absence of such fences, berms and/or barriers and inability of Fences, berms and/or barriers to prevent or reduce injury;
 - d. Changes in the speed at which snow tubes travel depending on surface conditions, the weight of snow tubers and the inter linking of snow tubes together to go down the snow tube runs;
 - e. The chance that a patron can fall out, be thrown out or otherwise leave the snow tube;
 - f. 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;
 - g. The chance that a snow tube can go up the run-out hill and then slide back into the general run-out area;
 - h. Collision in the run-out area and other locations of the snow tubing facility, with such collision happening between snow tube, between snow tube and another patron, between snow tube and snow tubing facility attendant, between snow tubing patrons who may or may not be in or on a snow tube at the time of collision and other sorts of collisions; collisions with fixed objects, obstacles, or structures located within or outside of the snow tubing facility;
 - i. The use of the snow tubing lift or tow, including falling out of a tube, coasting backwards, becoming entangled with equipment and other risks;
4. I also acknowledge and understand that I am accepting AS IS the snow tube and any other equipment involved with the activity of snow tubing, including lifts and tows, and further acknowledge and understand that NO WARRANTIES are being extended to me with respect to any aspect of the snow tubing facility.
5. I agree and understand that snow tubing is a purely voluntary, recreational activity and that if I am not willing to acknowledge the risks and agree not to sue, I should not go snow tubing.
6. I agree to allow the use of my image or likeness incidental in any photograph, live-recorded video display, or other transmission or reproduction of the event of any form to which this agreement admits me.
7. IN CONSIDERATION OF THE ABOVE AND OF BEING ALLOWED TO PARTICIPATE IN THE SPORT OF SNOW TUBING, I AGREE THAT I WILL NOT SUE AND WILL RELEASE FROM ANY AND ALL LIABILITY YAWGOO VALLEY SKI AREA & SNOW TUBING PARK IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE SNOW TUBING FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES.
8. I further agree that I WILL INDEMNIFY AND HOLD HARMLESS YAWGOO VALLEY SKI AREA & SNOW TUBING PARK from any loss, liability, damage or cost of any kind that it may incur as the result of any injury to myself, to any member of my family, or to any person for whom I am signing this agreement.
9. Notwithstanding the foregoing, if I sue Yawgoo Valley Ski Area & Snow Tubing Park. I agree that I will only sue it, whether on my own behalf or on behalf of a family member, in the Superior Court of Washington County, Rhode Island or the U.S. District Court for the District of Rhode Island and further agree that any and all disputes that might arise between Yawgoo Valley Ski Area & Snow Tubing Park and myself shall be litigated exclusively in one of said Courts.
10. I understand and agree that this agreement is governed by the laws-of the State of Rhode Island. I further agree that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.
11. I have read and understood the foregoing Acknowledgment of Risk and Agreement Not to Sue and am voluntarily signing below, intending to be legally bound hereby. If I am signing on behalf of a minor child, I understand that I may be giving up that child's right to sue as well as my right to sue.

All Participants must be listed below. Minors must have parent/guardian signature.

Date of Participation

1. Print Participant Name

Participant Signature If over 18 (For minors parent/guardians sign below)

2. Print Participant Name

Participant Signature If over 18 (For minors parent/guardians sign below)

3. Print Participant Name

Participant Signature If over 18 (For minors parent/guardians sign below)

4. Print Participant Name

Participant Signature If over 18 (For minors parent/guardians sign below)

Signature of parent or guardian of participants under 18

Date