

**ADULT SNOW TUBING**

**2011-2012**

**RELEASE FROM ALL LIABILITY  
PLEASE READ CAREFULLY BEFORE SIGNING**

In return for snow tubing, use of the tubing hill, and other consideration, I expressly accept and agree to the following. I shall follow all instructions and snow tube responsibly and reasonably. The rules and instructions include those printed on the back of this Release.

1. I understand and expressly agree to accept all of the risks involved in SNOW TUBING including any **negligence of BHR Holdings, LLC., Brian Head Resort, LLC., Brian Head Resort, Ltd., Brian Head Ski, Ltd., Brian Head Resort Development, LLC., Brian Head Resort Realty, LLC., its employees, agents, and all land owners of the tubing area (collectively, the "Resort")**. Snow tubing can be a dangerous activity, which can result in serious injuries or death. The risks include variations in snow, steepness and terrain, icy conditions, slip and falls, rocks, forest growth or debris (above and below the surface), bare spots, lift terminals, cables, utility lines, the tube itself, snowmaking equipment, and other forms of natural or man-made obstacles as well as collisions with equipment, obstacles, people, other snow tubes and the **negligence of the Resort**. Snow tubing conditions vary constantly because of use and changing weather. **Snow tubers must control their speed by dragging their feet.**
  
2. To the fullest extent allowed by law, I agree to fully release from all claims, injuries, losses, or damages arising in any way from my snow tubing including any **NEGLIGENCE** of the **Resort**. To the fullest extent allowed by law, I agree to hold harmless and indemnify the Resort from all lawsuits, claims, injuries, and losses related in any way to my snow tubing even if the **Resort** is **negligent**, including reimbursement of the **Resort's** attorney's fees and costs.
  
3. I agree that I will not file any lawsuit or claim against the **Resort**, even if I claim that the **Resort** was **negligent**, and that all disputes arising under this contract and/or from my use of the facilities at the **Resort** shall be litigated exclusively in the courts of Utah. If any provision of this Release is determined to be unenforceable, then all other provisions shall be given full force and effect.

**I, the undersigned, have read and understand the above Release from Liability.**

(Please Print Clearly)

**DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **E-MAIL:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_



## Snow Tube Park Rules

*The following rules are for your safety... please read carefully.*

- No double riders.
- Obey all operators' instructions.
- Children under five (5) years of age must be supervised by an adult, but may not ride together on the same tube.
- All snow tubers must complete and sign a Release From All Liability waiver.
- No ski boots are allowed while snow tubing.
- All riders over fifty (50) pounds must ride on their stomachs and drag their feet, unless they are handicapped and receive special permission and instruction.
- You are responsible for controlling your speed by dragging your feet. **If you fail to do so, you may lose your pass.**
- Do not begin down the tubing hill until instructed by the top operator, and make sure your snow tube lane is clear.
- Season ski passes are not valid for snow tubing.
- Session times are specific, and your pass is not valid after your specified session.
- If you are unfamiliar with loading and unloading, please ask an attendant for instructions.
- Only use our designated snow tubes available at the Snow Tube Park.
- Exit lanes **quickly**, looking uphill to make certain no one is accidentally coming towards you.
- In the event that your tube becomes detached from the handle on the tow, you are to roll off your tube immediately.
- ***Now Burn Rubber and Have Fun!***

\_\_\_\_\_ Initial Here

A Release From All Liability waiver is required for every Snow Tube visit. Minor children under the age of 18 must have parent/guardian signature.