

**SNOW TUBING**  
**2011-2012**  
**CHILD'S RELEASE OF LIABILITY**

In return for snow tubing, use of the tubing hill, and other consideration, I expressly accept and agree to the following: I represent and warrant that the Child is physically, mentally and emotionally able to participate in snow tubing including following all rules and instructions. The rules and instructions include those printed on the back of this Release.

1. **I, the parent of the Child, guardian or a responsible authorized adult, give permission for the Child to participate in snow tubing. I recognize that snow tubing involves risks of serious injury or death to the Child. 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 snow 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 Brian Head Resort, LLC., BHR Holdings, LLC., Brian Head Resorts, Ltd., Brian Head Ski, Ltd., Brian Head Resort Development, LLC., Brian Head Resort Realty, LLC., all property owners of activity areas, their employees and agents (hereafter, 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 completely release, indemnify and hold the Resort harmless, even if the Resort was negligent, from all of parent's claims, losses or damages, including loss of consortium, breach of contract, or wrongful death resulting from the Child's injury or death during participation in snow tubing. The indemnity and hold harmless of the Resort shall include any claims or lawsuits brought by another parent or heir of the Child seeking recovery for their own damages. I agree to never file a lawsuit against the Resort, and to repay all attorney's fees, costs and judgments arising from my claims.**
3. **MEDICAL AUTHORIZATION AND INDEMNIFICATION AGREEMENT. I authorize the Resort, at the discretion of any employee, to obtain medical care for the Child and/or transport or arrange to transport the Child to an appropriate medical facility if medical attention appears to be necessary. I further authorize a medical care provider to carry out any emergency medical care of the Child. I agree to pay all costs associated with such medical treatment and related transportation for the Child.**
4. I agree that the Child has health insurance to pay any medical bills incurred for personal injuries sustained while snow tubing, and waive any right of subrogation against the **Resort**. To the fullest extent allowed by law, I agree to pay without right of subrogation, all uninsured medical expenses incurred by the Child as a result of their participation in snow tubing even if the expenses result from the alleged **negligence** of the **Resort**. I also agree to be fully responsible and to pay for any damage or loss to any equipment used by the Child.
5. I shall have the sole responsibility to educate myself and the Child concerning the risks of injury or death and the benefits involved in the activity. I shall reiterate all rules and instructions to the Child. I shall make all decisions concerning the Child's participation in the activity and shall enforce all rules and instructions. I represent and warrant that the Child is physically, mentally and emotionally able to participate in all of the activities, including riding tows.
6. **To the fullest extent allowed by law, I agree to indemnify and hold the Resort harmless for all damages including attorney's fees and costs caused by the Child while snow tubing, even if the Resort is alleged to be negligent.**
7. This Agreement is severable, and if a court determines any part to be invalid, then all other parts shall remain in effect. This Agreement shall be interpreted and governed by Utah law.

**I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS AUTHORIZATION AND INDEMNIFICATION AGREEMENT AND RELEASE FROM LIABILITY.**

(Please Print Clearly)

DATE \_\_\_\_\_

CHILD'S NAME \_\_\_\_\_ PARENT/GUARDIAN/ADULT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_

TELEPHONE/E-MAIL \_\_\_\_\_ TELEPHONE/E-MAIL \_\_\_\_\_

PARENT/GUARDIAN/ADULT SIGNATURE \_\_\_\_\_



## Snow Tube Park Rules

***These 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 Child's Release of Liability waiver.
- No ski boots are allowed while snow tubing.
- Riders over 50 (fifty) 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 start 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 Child's Release of Liability waiver is required for every Snow Tube visit. Minor children under the age of 18 must have parent/guardian signature.**

