

CAMILLUS SKI ASSOCIATION, INC.
SNOWTUBING ACKNOWLEDGMENT OF RISK AND AGREEMENT NOT TO SUE
THIS IS A CONTRACT – READ IT

AGREEMENT NOT TO SUE

IN CONSIDERATION 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 THE CAMILLUS SKI ASSOCIATION, INC., THE CAMILLUS SKI HILL, AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS “CAMILLUS SKI HILL”) AND WILL RELEASE CAMILLUS SKI HILL FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INURED WHILE USING ANY OF THE SNOW TUBING FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMILLUS SKI HILL.

I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS CAMILLUS SKI HILL FROM ANY LOSS LIABILITY, DAMAGE OR COST OF ANY KIND THAT 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, EVEN IF IT IS CONTENDED THAT ANY SUCH INJURY IS CAUSED BY THE NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMILLUS SKI HILL.

Notwithstanding the foregoing, if I sue the Camillus Ski Hill, I agree that I will only sue it, whether it is on my own behalf, or on the behalf of a family member, in the Supreme Court of Onondaga County or in the United States District Court for the Northern District of New York, and further agree that any and all disputes which might arise between the Camillus Ski Hill and myself shall be litigated exclusively in one of said Courts.

I understand and agree that this Agreement is governed by the laws of New York. 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.

ACKNOWLEDGEMENT OF RISK

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. I understand that part of the thrill, excitement and risk of snow tubing is that the snow tubes often all end up in a run out area and counter slope at various times and speeds and that it is my responsibility to try to avoid hitting another snow tuber and it is my responsibility to try to avoid being hit by another snow tuber, but that, notwithstanding these efforts by myself and other snow tubers, there is a risk of collisions.

I acknowledge and understand that some, but not necessarily all, of the risks of snow tubing are the following:

- *variations in the steepness and configuration of the snow tubing chutes and run out area;
- *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;
- *fences and/or barriers at or along portions of the snow tubing area, the absence 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 snow tubers and the inter-linking of snow tubes together to go down the snow tube runs and the presence of deceleration material or other objects.
- *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, or go out of a 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 slide back into the general run out area;
- *collisions in the run out area and other locations of the snow tubing facility, with such collisions happening between snow tubes, between a snow tube and another patron, between a snow tube and a snow tubing facility attendant, between snow tubing 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 fixed objects, obstacles or structures located within or outside of the snow tubing facility;
- *the use of the snow tubing lift or tow, including falling out of a tube, coasting backwards, becoming entangled with equipment and other risks.

I also acknowledge and understand that I am accepting **AS IS** the snow tube and any other equipment involved with the snow tubing activity, 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. 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.

I have read and understood the foregoing Acknowledgment of Risks 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. This signed Agreement is valid for the entire Tubing Season.

USER NAME (PLEASE PRINT)

DATE SIGNED

AGE

USER SIGNATURE

ADDRESS

PARENT'S SIGNATURE IF USER IS A MINOR

CITY

STATE

ZIP CODE

SNOW TUBING TICKETS ARE NON-TRANSFERABLE & NON-REFUNDABLE