



2018. 2019 SNOW TUBING RENTAL & LIABILITY RELEASE AGREEMENT

PLEASE READ CAREFULLY AND UNDERSTAND BEFORE SIGNING

Check One: NORTH RESORT EAST YETI SNOWPARK

Participant's Name: Last _____ First _____ Age _____

Participant's Mailing Address: Street _____ City _____ State _____ Zip _____

I ACCEPT for use **AS IS** the snow tubing equipment provided to me, or as parent or guardian on behalf of the minor child (the "Minor"), I shall accept full responsibility for the care of the snow tube while it is in my, or if a parent or guardian, the Minor's, possession. **I WILL BE RESPONSIBLE** for replacement, at full retail value, of the snow tube rented under this form that is not returned at the end of the rental term. **I AGREE** to return all rented snow tubes, or any other rented equipment, by the agreed date and time to avoid any additional charges. (Initial _____)

I UNDERSTAND that snow tubing, or the activity of snow playing, the use of surface lifts, and any other activity necessarily related thereto (hereinafter, the "Activity") involves inherent and other risks of **INJURY or DEATH**. **I UNDERSTAND** that **ACCIDENTS AND INJURIES ARE POSSIBLE** as a result of participating in the Activity and **I VOLUNTARILY CHOOSE** to participate in the Activity despite the risks involved. **I VOLUNTARILY AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY AND/OR DEATH** that may result from participation in the Activity, other participants in the Activity and/or any other activities or areas that may be exposed to the elements of nature and are subject to the deposit, melting and refreezing of snow, rain, sleet, ice, such that the activity itself, walking, or other daily activities may become dangerous. In recognition of these risks; **I VOLUNTARILY AGREE TO EXPRESSLY ASSUME ALL RISKS** that may result from the Activity, or any other activity while at Mountain High Reunited, LLC (hereinafter, "Mountain High") or which is in any way related to the use of the tubing equipment provide to me or my presence on the Snow Play areas of Mountain High Resorts properties. (Initial _____)

I AGREE TO FULLY AND FOREVER RELEASE Mountain High, its tubing and snow play venue's, employees, owners, agents, parent companies, subsidiaries, affiliates, landowners, officers, directors, and any equipment manufacturers and distributors and their employees, owners, and agents (collectively referred to as "Releasers"), **FROM ANY AND ALL LIABILITY, INCLUDING INJURY, DEATH, property loss, or other damages** caused by my participation in the Activity, or any other recreational activity or use of facilities at Mountain High, or which is in any way connected to my presence at Mountain High, whether or not such injury was caused by the alleged **NEGLIGENCE** of Mountain High, another participant in the Activity, or any other person or cause, including the selection, maintenance or use of the equipment or facilities, to the fullest extent allowed by law. (Initial _____)

I FURTHER AGREE to DEFEND, INDEMNIFY and HOLD HARMLESS Mountain High Reunited, LLC. for any loss or damage, including any that results from claims or lawsuits for personal injury, death, or personal property damage related in any way to use of this equipment, or my (our) presence on Mountain High, even if said loss or damage is a result of Mountain High's alleged Negligence. (Initial _____)

I HEREBY GRANT exclusive permission to Releasees and their respective agents, clients and assigns the use of my name or photograph for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration., and or the promise of compensation. (Initial _____)

I HEREBY ACKNOWLEDGE this Agreement is governed by the applicable laws of the State of California. **I FURTHER AGREE** that any action involving the parties or issues within the scope of this Agreement must be instituted and prosecuted in the Courts in Los Angeles County, North District, California. If any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect. (Initial _____)

I HEREBY ACKNOWLEDGE that I can read and understand English and that I have read the above provisions. (Initial _____)

I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS RELEASE OF LIABILITY AGREEMENT AND ITS TERMS.

Participant's Signature: _____ Date: _____

PARENT/GUARDIAN: I verify that I am the parent or guardian of the Minor participant and I am at least 18 years of age. **I have authority** to enter into this Agreement on behalf of the Minor. **I have read this Agreement and agree to be bound by its terms. I agree to fully and forever RELEASE, INDEMNIFY and HOLD HARMLESS the Releases from any and all claims brought by or on behalf of the Minor, even if said claims arise from Mountain High's alleged Negligence.**

Parent/Guardian's Signature: _____ Date: _____