Green Acres, Inc. – *Snow Tubing Agreement - Assumption of Risk and Release of Liability*

RELEASE OF LIABILITY. I hereby agree that in consideration of Green Acres, Inc. allowing my participation in these activities and use of its facilities, under the terms set forth herein, I, the participant, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, if any, do agree to hold harmless, release and discharge Green Acres, Inc., its owners, agents, employees, officers, directors, representative, assigns, members, owners of premise, affiliated organizations, insurers, and others acting on its behalf (hereinafter collectively referred to as "ASSOCIATES"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Green Acres, Inc.'s and/or its ASSOCIATES' ordinary negligence; I shall not bring any claims, demands, legal actions and causes of action, against Green Acres, Inc. and/or its ASSOCIATES as stated above in this clause, for any economic and/or non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor child and/or legal ward in relation to the premises and/or operations of Green Acres, Inc. to include any or all activities, including, without limitation, riding, handling or otherwise being near a snow tube or tow rope owned by or in the care, custody and control of Green Acres, Inc., whether on or off the premises of Green Acres, Inc.

I accept and understand the sport of snow-tubing involves many **RISKS, DANGERS**, and **HAZARDS** that may cause serious personal injury or death and injuries are a common and ordinary occurrence in this sport. I accept and understand that part of the thrill, excitement and risk of snow tubing are that Green Acres, Inc. has an open hill and not tubing lanes and that the snow tubes all end up in a common run-out area at various speeds and 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 other snow tubers and myself, there is a risk of collisions. I agree it is my sole responsibility to view the tubing area before I participate and to not participate if the tubing area or adjacent areas or conditions are not to my satisfaction. I have been informed about and/or made aware of and herby certify that I, or tuber if tuber is a minor, meet(s) all admission requirements in terms of height, age, and any other requirement which may exist. I agree and understand that snow tubing is a purely voluntary, recreational activity and I acknowledge the risks, dangers and hazards. I agree to allow the use of my image or likeness incidental in any photograph, or other transmission or reproduction of the event of any form to which this agreement admits me. I agree to allow the use of my image or likeness, and/or the likeness or image of the Minor, incidental in any photograph, or other transmission or reproduction of the event of any form to which this agreement admits me.

I accept and understand Risks, Dangers and Hazards of snow tubing includes, but is not limited to the following:
Variations in the steepness and configuration of the snow tubing hills 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, bumps, bare spots and everything in between; Debris, fences, posts, trees, lift equipment and towers, light poles, signs, buildings, and walkways, padded and non-padded barriers, obstacles, snowmaking, grooming equipment to prevent or reduce injury; natural or man-made structures, damage to property, and equipment failure or tow rope owned by or in the care, custody and control of Green Acres, Inc.; Little directional control with no braking system and 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 tubing surface and run-out area; 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; The use of the snow tubing lift or tow, including falling out of a tube, coasting backwards, becoming entangled with tow rope, guarantee or representation of the safety of the tube, equipment and other risks; In addition, I understand that a helmet designed for RECREATIONAL SNOW SPORTS use may help reduce the risk of some types of injuries to the user at slower speeds but that I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

This Agreement shall be governed by the laws of the State of Minnesota. If any of its provisions are held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate any of the other provisions of this Agreement, it being intended that the provisions of this Agreement are severable. I understand that **DAMAGE TO PERSONAL PROPERTY** and **INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE** in the sport of snow tubing. I also know that the risk of SEVERE INJURY and DEATH exists when I participate in the sport of snow tubing.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

Printed Name of Tuber	Signature of Tuber	Age	Date

SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED BELOW FOR MINOR UNDER THE AGE OF 18
As the parent or guardian of the minor named above, (the "Minor") I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the Minor, and any other parent or guardian of the Minor, intending that they be binding on me, the Minor, and our respective heirs, executors, administrators and assigns. I intend to give up my right, the Minor's right, and the right of any other parent or guardian to maintain any claim or suit against Green Acres, Inc., arising out of the Minor's participation in any activities involving Green Acres, Inc., I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE AGREEMENTS, REPRESENTATIONS, WAIVERS AND RELEASES, AND I AGREE TO DEFEND AND INDEMNIFY Green Acres, Inc., from and against any and all liability arising out of any lack of authority on my part to legally bind the Minor, or any unenforceability for any reason of the above agreements, representations, waivers and releases made by or on behalf of the Minor.

Printed Name of Parent or Guardian	*Signature of Parent or Guardian*	*Contact Phone #*	*Date*