Recreation Management Corporation dba Ski Big Bear at Masthope Mountain Snow Tubing
Acknowledgement of Risks and Agreement Not to Sue

This is a Contract – Please Read It.

I understand and acknowledge that snow tubing, including the use of lifts is a dangerous, high 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 all end up in a common, 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 include the following:

- Variations in the steepness and configuration of the snow tubing chutes, run out area, and counter slope, and 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 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 the snow tubers and the inter-linking of snow tubes together to go down the snow tube runs;
- 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, regardless of whether or not there is a barrier between runs, and the chance that a snow tube can go up and over the counter slope;
- The chance that a snow tube can go up the counter slope and then slide back into the general run out area;
- Collisions in the run out area or counter slope and other locations of the snow tubing facility, between snow tubes, between a snow tube and another patron, between a snow tube and a snow tubing facility attendant, collisions with fixed objects, obstacles or structures located within or outside of the snow tubing facility, and other sorts of collisions; and
- 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 recreation activity and that if I am not willing to acknowledge the risks and agree not to sue, I should not go snow tubing.

IN CONSIDERATION OF THE ABOVE AND 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 RECREATION MANAGEMENT CORPORATION IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE SNOW TUBING FACILITIES OR WHILE BEING PRESENT AT THE FACILITITES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE OR ANY OTHER IMPROPER CONDUCT ON THE PART OF THE SNOW TUBING FACILITY. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS RECREATION MANAGEMENT CORP. 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 WAS CAUSED BY THE NEGLIGENCE OR OTHER IMPROPER CONDUCT ON THE PART OF RECREATION MANAGEMENT CORP FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY.
Not withstanding the foregoing, if I sue Recreation Management Corporation, I agree that I will only sue it, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas or Pike County or in the United States District Court of the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Recreation Management Corp. and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of the Agreement is determined to unenforceable, all other parts shall be given full force and effect.

I have read and understood the foregoing ACKNOWLEDGEMENT 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 represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue.

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User's Name User's Signature Parent's Signature (if user is a minor)

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User's Name User's Signature Parent's Signature (if user is a minor)

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User's Name User's Signature Parent's Signature (if user is a minor)

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User's Name User's Signature Parent's Signature (if user is a minor)

Address _____

City _____ State _____ Zip _____

Date _____