

MOUNTAIN HIGH RESORT (NORTH)
TUBING RENTAL & LIABILITY RELEASE AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING

Name: Last _____ First _____ Age _____

Street Address _____ City _____ State _____ Zip _____

Driver's License _____ Telephone No. _____

I accept for use **AS IS** the snow tubing equipment provided by Releasees (as defined in this agreement) and I accept full responsibility for the care of the snow tube. I will be responsible for replacement, at full retail value, of any tube rented under this form, but not returned to the shop. I agree to return all rental tubes by the agreed date and time to avoid any additional charges.

(Initial _____)

I understand that the sport of snow tubing, the use of surface lifts, handle tows or chair lifts and other recreational activities involve inherent and other risks of **INJURY or DEATH**. I voluntarily agree to expressly assume all such risks that may result from snow tubing, and 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 walking or other daily activities may become dangerous, and other tubing participants. Inherent and other risks exist for those who are in the process of approaching, loading, and unloading from aerial or surface lifts. In recognition of these risks; I voluntarily agree to expressly assume all such risks that may result from snow tubing, or any other activity at Mountain High Resort Associates, LLC., or which is in any way related to the use of the tubing equipment provide to me.

(Initial _____)

I AGREE TO RELEASE Mountain High Resort Associates, LLC., its tubing shop, its employees, owners, agents, parent companies, landowners, officers, directors, and any equipment manufacturers and distributors and their employees, owners and agents (collectively referred to as "Releasees"), **from any and all liability for injury, death, property loss, or other damages** caused by my participation in the sport of snow tubing, 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 Resort Properties, whether or not such injury was caused by the alleged NEGLIGENCE of Mountain High, another tubing participant, 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** and **INDEMNIFY** and **HOLD HARMLESS** Mountain High Resort 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 presence on Mountain High Properties.

I hereby grant exclusive permission to Releasees and their respective agents, clients and assigns to 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.

(Initial _____)

I acknowledge this agreement is governed by the applicable laws of the State of California. I further agree that any action involving 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 do read and understand English, and have read all of the above provisions"

(Initial _____)

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

User's Signature: _____ Date: _____

Parent/Guardian: I verify that I am the parent or guardian of the minor. I have authority to enter into this agreement on behalf of the minor. I agree to be bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minor's use of the equipment and the ski/recreation area's facilities, and I agree to indemnify and hold harmless the Releasees from any claim brought by or on behalf of the minor.

Parent/Guardian's Signature: _____ Date: _____