

# TIMBER RIDGE SKI AREA, INC.

## TUBING RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION

*PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.*

I, Individually and/or as Parent or Guardian of, a Minor, if applicable, hereby state that I am aware that tubing and related activities are action events and involve many RISKS, DANGERS and HAZARDS, including, but not limited to: boarding, riding and disembarking lifts; changing weather conditions; falls; the condition of snow or ice on or beneath the tubing terrain; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the tubing terrain surface or subsurface, including changes due to man-made or artificial snow; impact or collision with lift towers, fences, snow making equipment, snow grooming equipment, snowmobiles or other vehicles, equipment or structures; impact or collision with other tubers and spectators; the failure to tube safely or within one's own ability or within designated areas; negligence of other tubers and; negligence on the part of Timber Ridge, its employees, owners, officers, representatives, directors, shareholders, agents, affiliates and vendors. I am also aware that the RISKS, DANGERS and HAZARDS referred to above exist throughout the Timber Ridge area and that many are unmarked.

I understand that the tube used to ride the tubing terrain provides no directional control and no braking or stopping device. I understand that the tube is solely a user controlled device and that I am the sole judge of my ability to negotiate the tubing terrain. I understand that the tube may tip over or may leave the tubing chute and high speeds may be reached. I agree not to act in a manner that might contribute to injuries. I understand that I am solely responsible for reading and understanding all signage and instructions on the premises and in complying with them. I agree to remain alert and act in a careful and prudent manner at all time to safeguard myself and others as much as possible. I understand that injuries are a common and ordinary occurrence of this activity.

In consideration of Timber Ridge accepting my and/or the Minor's participation in tubing activities, and being permitted to use Timber Ridge lifts, slopes, terrain parks, restaurants, parking and/or other facilities, INDIVIDUALLY AND AS PARENT/GUARDIAN OF THE MINOR I HEREBY EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH MY AND/OR THE MINOR'S PARTICIPATION IN TUBING ACTIVITIES INCLUDING BUT NOT LIMITED TO THE POSSIBILITY OF SERIOUS PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE.

Initial: \_\_\_\_\_

**ADULT/PARENT/GUARDIAN:** In consideration of Timber Ridge allowing me and/or the Minor to participate in tubing activities and being permitted to use Timber Ridge lifts, slopes, terrain parks, restaurants, parking and/or other facilities, I agree to Release, Hold Harmless Indemnify and Defend Timber Ridge, its employees, owners, officers, representatives, directors, shareholders, agents, affiliates and vendors (collectively "Timber Ridge") from any and all claims, actions, losses, suits, damages, and allegations, including claims or actions brought by the Minor and claims related to or arising from incidents that occurred prior to, on and/or following the date of this release, including, but not limited to: allegations of negligence, including the negligence of Timber Ridge, breach of contract, breach of any statutory or other duty of care and breach of express or implied warranty. I further agree to Indemnify, Hold Harmless and Defend Timber Ridge from any damage, costs or expenses, including actual attorney fees and costs, without limitation, which Timber Ridge may sustain in relation to or arising out of my and/or the Minor's participation in tubing activities and/or use of the lifts, slopes, terrain parks, restaurants, parking or other facilities.

Initial: \_\_\_\_\_

I consent to and authorize the taking of photographs and/or videos during my and/or the Minor's visit to Timber Ridge. I grant permission to Timber Ridge to use said photographs and/or videos in advertising, displays, web sites, electronic media, brochures, or publications without notification. I waive any and all rights to privacy in the photos/videos, the right to approve the finished photos/videos, printed or electronic matter and the right to arising from or related to the use of the photos and/or videos.

Initial: \_\_\_\_\_

I recognize that situations may arise where emergency or emergent medical or dental care may be necessary for me and/or the Minor. I authorize Timber Ridge to render first aid and to call for medical and/or dental care if, in their opinion, such medical or dental care is needed. I agree to pay for all expenses and costs associated with such care and related transportation.

I understand this Release and Indemnification Agreement shall be binding upon my assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives and administrators and may be pled by Timber Ridge as a complete bar and defense against any and all claims, demands, or causes of action by or my behalf. Any provision of this Release and Indemnification Agreement which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect. I acknowledge that this activity is taking place in the State of Michigan and I further agree that only the laws of the State of Michigan shall apply in the construction or application of this Agreement.

**I HAVE READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND THAT IT IS A RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I HAVE THE AUTHORITY TO ENTER INTO IT ON MY BEHALF AND/OR ON BEHALF OF THE MINOR. I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Date: \_\_\_\_\_

By: \_\_\_\_\_