

SNOWTUBING RELEASE AND WAIVER AGREEMENT

Date: _____ Email Address: _____

Name: _____ Date of Birth: _____

Address: _____ Phone: _____
City State Zip

Name of group/special event/contest (if applicable): _____

INFORMATION REGARDING MINORS

<i>Please Print</i>	Last Name	First Name	Birth Date
Minor #1			
Minor #2			
Minor #3			
Minor #4			

Seven Springs Mountain Resort, Inc. d/b/a Hidden Valley Resort, hereafter "Hidden Valley" its owners, officers, employees, agents, representatives, parents, and affiliates (hereinafter, "Seven Springs") has agreed to permit me to use the snow tubing facilities. In consideration for Hidden Valley's permission, **I agree:**

(1) that I understand that snow tubing is potentially hazardous and may result in serious injury or death. I understand that there are inherent and other risks involved in snow tubing. Some of these risks include, but are not limited to, the use of injuries sustained during the use of surface lifts and snow tubes, variations in snow, steepness and terrain, ice and icy conditions, rocks, trees, and other forms of forest growth or debris (above and below the surface), bare spots, surface lift machinery and structures, cables, utility lines, snowmaking equipment and component parts, and other forms of natural or man made obstacles on and /or off chutes, as well as collisions with other snow tubers. Snow chute conditions vary constantly because of weather changes and snow tubing use. Snowmaking and snow grooming may be in progress at any time. The negligence of other snow tubers, or of Hidden Valley, may create risks.

(2) to accept all risks of snow tubing, whether specifically listed in paragraph (1) above or not.

(3) to follow all rules, instructions, and directions provided by Hidden Valley. If I do not, my ticket may be revoked, with no refund of the amount paid by me.

(4) to waive my right to bring any claims against Hidden Valley that arise out of or relate to my snow tubing or snowtubing by any minor listed above, and to release Hidden Valley from liability for any such claims. This waiver and release includes claims based upon negligence by Hidden Valley and claims in which I seek to recover amounts paid for medical care provided to any minor listed above. I further agree that I will indemnify, hold harmless, and reimburse Hidden Valley for all losses (including attorneys' fees and costs) from any claims brought by any persons or entities arising out of or relating to my snow tubing.

(5) that all disputes arising under this Release or from my use of the tubing facilities at Hidden Valley shall be litigated exclusively in the Court of Common Pleas of Somerset County, Pennsylvania.

(6) I grant Hidden Valley permission to use photographic and/or video images of me for the purpose of marketing, publicizing and promoting the resort. I waive any right to be compensated for the use of my image and release Hidden Valley from liability for any claims, where such claims arise out of or relate to Hidden Valley's use of my image.

Adults: I understand this Agreement and enter into it voluntarily.

NAME: _____ DATE: _____
(signature adult snow tuber)

Parents, guardians, or responsible adults: I agree: (1) that I have discussed this Agreement with the minor(s); (2) that paragraphs four and five above apply to any claim by me related to the minor's participation; and, (3) to indemnify and hold Hidden Valley harmless for all losses (including attorneys' fees and costs) from any claims by or on behalf of the minor(s) related to the minor's participation.

NAME: _____ DATE: _____
(signature parent, guardian, or responsible adult)

EMERGENCY PHONE NUMBER: _____