



SNOWTUBING ACKNOWLEDGEMENT OF RISK AND RELEASE FROM LIABILITY

PLEASE READ THIS CONTRACT CAREFULLY BEFORE SIGNING

- 1. SNOWTUBING, including the use of lifts/tows is a dangerous sport with inherent risks. These risks include, but are not limited to:
~Variations in steepness, surface conditions, and configuration of chutes, slopes, and run out area.
~Fences and/or barriers at or along portions of tubing area or park; absence of such fences and/or barriers and the inability of fences and barriers to prevent injury
~Changes in speed at which snowtubes travel depending on surface conditions, the weight of the snowtuber
~The chance that the patron can fall out, be thrown out, or may otherwise leave the snowtube.
~The chance that the snowtube can go from one chute to the other, regardless of whether or not there is a barrier between chutes; and the chance that a snowtube can go beyond the designated run out area
~Collisions in the run out area, or any other location in the park, with such collisions happening between snowtubers, snowtuber and other patron, between snowtube and employee, and other sorts of collisions
~Collisions with fixed objects, obstacles or structures within or outside the tubing park.
2. I understand that part of the thrill, excitement and risk of snowtubing is that the snowtubes all end up in a common run out area at various speeds, and that it is my responsibility to avoid hitting another snowtuber, an it is also my responsibility to avoid being hit by another snowtuber, but that notwithstanding these efforts, there exists a risk of collision.
3. I acknowledge and understand that I am accepting AS IS the snowtube and any other equipment, including the lifts and tow ropes.
4. In consideration of the above and of being allowed to participate in the sport of snowtubing, I agree I will not sue and will release from any and all liability LOFT, A PA, LP, d/b/a the SNOZONE, at COOL SPRINGS GOLF & FAMILY RECREATION CENTER, and any related party, and any employee of the aforementioned companies, their heirs, assigns, successors, and /or successors-in-interest regardless of any negligence on their part.
5. I understand and am aware that the snowtubing is a HAZARDOUS ACTIVITY. I understand that snowtubing and the use of snowtubes involves the risk of injury to any parts of my body. I hereby freely and expressly assume and accept responsibility for any and all risks of injury or death while participating in this activity.
6. I further agree to defend, indemnify and hold harmless, LOFT A PA LP, d/b/a the SNOZONE, at COOL SPRINGS GOLF & FAMILY RECREATION CENTER, any related party, and any employee of the aforementioned companies, their heirs, assigns, successors, and/or successors-in-interest for any lawsuits, claims or actions, arising out of participating in the sport of snowtubing, which is defined to include walking to and from tubing area, ascending the slope, descending the slope, or participating in the sport in any other way.
7. AS A PARENT or GUARDIAN of a minor child, I AGREE to waive all claims for medical and related expenses arising out of injuries that are incurred by minor child.
8. I AGREE that any lawsuits arising out of participation in the sport of snowtubing must be brought in Allegheny County, Pittsburgh, Pennsylvania, applying Pennsylvania Law.
9. I HAVE READ AND UNDERSTAND THE FOREGOING ACKNOWLEDGEMENT OF RISK AND AM VOLUNTARILY SIGNING BELOW, INTENDING TO BE LEGALLY BOUND HEREBY.

SIGNATURE: _____

DATE: _____

Parent or Guardian Signature if Under 18:

Telephone: _____

Users Name: _____

Date of Birth: _____

Address: _____
