

# CAMPGAW MOUNTAIN SNOW TUBING AGREEMENT

## ACKNOWLEDGEMENT OF DANGEROUS ACTIVITY AND AGREEMENT NOT TO SUE

I understand and acknowledge that

### **SNOW TUBING IS AN INHERENTLY DANGEROUS ACTIVITY.**

By participating in this activity and signing this agreement:

I ACKNOWLEDGE AND ACCEPT THAT CERTAIN INHERENT RISKS EXIST WHEN PARTICIPATING IN SNOW TUBING and that **I MAY SUFFER SERIOUS, IF NOT FATAL, INJURIES** as a result.

I additionally **AGREE NOT TO SUE FOR INJURIES SUSTAINED** and admit that my participation is completely voluntary.

This agreement (hereinafter referred to as "Agreement") is made between SKI CAMPGAW MANAGEMENT, LLC, its representatives, agents, officers, directors, servants and employees (collectively referred to as "CAMPGAW") at Campgaw Ski Mountain Area ("Campgaw Mtn.")

and \_\_\_\_\_ (referred to as "I") on \_\_\_\_\_, 20 \_\_\_\_\_.

(Print: name of participant)

(Today's Date)

### **CAMPGAW AND I agree as follows:**

#### **I. USE OF MY IMAGE OR LIKENESS**

- I agree to allow CAMPGAW the use of my image or likeness incidental to any photograph, live video, display, or other transmission or reproduction of the event, in any form, and such footage may be obtained directly from or incidental to my snow tubing experience

#### **II. SNOWTUBING IS A DANGEROUS ACTIVITY**

- I understand that part of the thrill, excitement, and risk of snow tubing is that the snow tubes all end up in common run-out area at various speeds, and it is my responsibility to try and avoid hitting or being hit by another snow-tuber. However, even in doing so, there still remains the risk of collision, as well as other risks.

- o I hereby agree to **REPORT ANY INJURY** to myself to a Campgaw Mtn. snow tubing attendant. **IF PARTICIPANT IS A MINOR**, I agree to report such child's incident

\_\_\_\_\_ Please initial: participant OR legal parent/guardian (where applicable)

- I hereby acknowledge that some snow tubing risks that I may encounter and factors that may effect my snow tubing experience include, but are not limited to, the following:

- o Variations in the steepness and configuration of the snow-tubing shoots and in the run-out area
  - o Variations in the surface upon which snow tubing is conducted – which can vary from wet, slushy, conditions to hard, packed, and icy conditions and anything in between
  - o The placement of fences and/or barriers at or along portions of the snow tubing area as well as an **ABSENCE OF FENCES AND/OR BARRIERS** along the length of the run, that might have otherwise reduced or prevented injury
  - o Changes in the speed at which snow tubes travel – such changes may depend on factors such as: surface conditions, participants' weight, and/or the interlinking and collision of snow tubes on runs
  - o The chance that **PARTICIPANTS MAY BE EJECTED FROM THEIR TUBES** or otherwise fall out of their tubes
  - o The chance that **PARTICIPANTS MAY WIND UP IN ANOTHER RUN, OR EVEN ENTIRELY OFF OF THE RUNOUT HILL** – the ride may or may not conclude in the general run-out area
  - o **PARTICIPANTS MAY COLLIDE WITH:** other snow tubing participants, snow tubes, facility attendants, observing patrons or others who are generally on the premises, and/or fixed objects (these are merely several examples) – fixed objects may include obstacles or structures that are a part of the snow tubing facility itself or located temporarily on the facility's premises, **REGARDLESS OF THE LOCATION OF THE SNOW-TUBING AREA**
  - o The use of a snow tubing lift or tow – I may fall out of a tube, coast backwards, become entangled with others, or encounter other **RISKS INCIDENTAL TO THE LIFT'S USE**

- I acknowledge that my use of any of the snow tubing equipment is entirely voluntary and loaned on an "AS IS" basis – therefore, I understand that CAMPGAW extends **NO WARRANTIES** to me with respect to such equipment

- o **I ADDITIONALLY AGREE TO CONDUCT A SUPERFICIAL (VISUAL) CHECK OF THE SNOW TUBING EQUIPMENT** given to me for obvious dangerous defects **PRIOR TO ITS USE** and agree to exchange such equipment should I find it unsatisfactory. **IF PARTICIPANT IS A MINOR**, I agree to conduct the visual check for said minor.

\_\_\_\_\_ Please initial: participant OR legal parent/guardian (where applicable)

#### **II. RELEASE OF LEGAL CLAIMS AND RIGHTS**

I have read the foregoing and agree and understand that snow tubing is a purely voluntary and recreational activity, and I agree that **I WILL NOT SNOW TUBE AT THIS FACILITY IF I AM UNWILLING TO ACCEPT THE RISKS** outlined above, or any others that are inherent in the participation of snow tubing, or if I am unwilling to acknowledge that these inherent risks **PRECLUDE ME FROM BRINGING SUIT** for any injuries that may result from such activity. However, if any dispute does arise from any use by me of any of the Campgaw Mountain's premises or facilities, I further agree that such dispute shall be litigated exclusively in the **SUPERIOR COURT OF BERGEN COUNTY, NEW JERSEY, OR THE U.S. DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY.**

**I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT.**

**IN CONSIDERATION OF MY USE OF CAMPGAW'S SNOW TUBING FACILITIES AND EQUIPMENT, I EXPRESSLY AGREE TO THE TERMS OF THIS AGREEMENT.**

In the event that I am signing this Agreement on behalf of any minor, I represent to CAMPGAW that I have full authority to enter into this contract on said minor's behalf and on the behalf of any other parent or guardian of said minor. In realizing this Agreement's **BINDING EFFECT ON SUCH MINOR** as well as myself, **I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS** CAMPGAW from ANY claims, suits, costs, and/or expenses, including legal fees, to the fullest extent permitted by law, even after said minor has attained majority, and shall do the same against any claims arising from said minor's conduct or related use of the facilities with regard to any injured third parties.

I am signing this Agreement freely and of my own accord, realizing that I am **FULLY RELEASING CAMPGAW FROM ANY AND ALL LIABILITY**, as per the terms of this Agreement, and acknowledge its **BINDING** effect upon myself, my heirs and assigns.

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
SIGNATURE OF PARENT/LEGAL GUARDIAN  
(IF SNOW TUBING PARTICIPANT IS UNDER 18 YEARS OF AGE)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_