PANDO WINTER SPORTS PARK DAILY TUBING RELEASE OF LIABILITY

I understand and acknowledge that snow tubing is a HAZARDOUS ACTIVITY and that my and/or the Minor's participation in snow tubing and use of Pando Winter Sports Park's tubes and Tubing Park has many risks and dangers which may result in personal injury, paralysis or death, including, but not limited to: collisions with walls/sides of the tubing runs, with other tubers or bystanders or other structures or debris in or near the Tubing Park area and run-out area; the chance of falling out of the tube; injuries sustained while using the conveyer lift system, negligence of other participants, and negligence on the part of Pando Winter Sports Park, its agents, servants and employees. I realize that injuries during participation in tubing activities are a common occurrence and that snow conditions vary constantly in the tubing park because of weather changes and snow tubing use. I acknowledge and understand that the snow tube and any other equipment provided and/or used during tubing is provided AS IS and acknowledge that NO WARRANTIES are being extended to me and/or the Minor with respect to any aspect of snow tubing.

In consideration of Pando Winter Sports Park allowing me and/or the Minor to tube, use Pando Winter Sports Park's related equipment, area facilities and parking areas, I expressly assume and accept any and all risks and dangers associated with my and/or the Minor's participation in tubing and other activities at Pando Winter Sports Park. **In further consideration, I agree to Release, Hold Harmless, Indemnify and Defend** Pando Winter Sports Park, its employees and agents from and against any and all claims, suits, actions, including claims or suits brought by the Minor, including but not limited to: allegations of negligence, including the negligence of Pando Winter Sports Park, its employees and agents, breach of contract, breach of any statutory duty or other duty of care and breach of express or implied warranty. I further agree to **Indemnify, Hold Harmless and Defend** Pando Winter Sports Park, its employees and agents from any and all costs or expenses, without limitation, which Pando Winter Sports Park sustains as a result of, related to, or alleged to be related to my or the Minor's participation in tubing or other activities available on Pando Winter Sports Park premises.

I HAVE READ THE ABOVE PARAGRAPHS AND FULLY UNDERSTAND THEM. I HAVE MADE NO FALSE REPRESENTATION TO PANDO WINTER SPORTS PARK REGARDING MY NAME OR AGE.

Name	Age	Signature (Parent/Guardian signature if under 18)	City	Time	

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