



**2022-2023 Snow Tubing Pass Agreement
Assumption of Risk, Release of Liability, and Indemnification**

***PLEASE READ CAREFULLY BEFORE SIGNING
This Agreement Affects Your Legal Rights***

In consideration for purchasing a Snow Tubing Pass and as a condition of being permitted to use WILD CHUTES SNOW TUBING, WILD MOUNTAIN INC, CASHMERE PROPERTIES LLC, CASHMERE MOUNTAIN COMPANY INC (herein referred to as WILD MOUNTAIN) premises and facilities, including for Snow Tubing, the individual(s) named below (referred to as “I” or “me”) agree to all of the terms and conditions set forth in this Agreement.

1) EXPRESS ASSUMPTION OF RISK: I UNDERSTAND AND ACCEPT THAT SNOW TUBING IS DANGEROUS and involves certain risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks associated with Snow Tubing include, but are not limited to: traveling at high speeds with no braking system and little directional control; falling or being ejected from a snow tube; tubing off of the course; collisions with other persons or tubes; collisions with natural and man-made objects (including, without limitation, snow banks, ice chunks, holes, netting, fences, posts, padded and non-padded barriers, light poles, snowmaking equipment, signs, buildings, and paved, wooden, gravel and dirt roads and walkways); collisions with over-snow vehicles (including, without limitation, groomers, snowmobiles, and utility or all-terrain vehicles); encountering ice, bare spots, ungroomed snow, and debris; changes and variation in terrain and slope; changes and variation in weather, snow, surface, and lighting conditions; slips and falls on ice and snow; errors in loading, riding, or unloading a conveyor or cable lift (including, without limitation becoming entangled with equipment or falling on or from the conveyor or cable lift); and possible equipment failure and/or malfunction, including conveyor or cable lift equipment and my own or rented or borrowed equipment. **I ACKNOWLEDGE AND ACCEPT** that WILD MOUNTAIN has no duty to protect me from the above risks or any other risks inherent to Snow Tubing. **I UNDERSTAND AND ACCEPT** that such risks may cause **SERIOUS INJURY** including **PERMANENT DISABILITY, OR DEATH**, and **EXPRESSLY AND VOLUNTARILY ASSUME** all such risks, accepting for myself **FULL RESPONSIBILITY** for any loss or damage I may sustain thereby.

2) RELEASE OF LIABILITY: I AGREE TO WAIVE AND RELEASE ANY AND ALL CLAIMS against WILD MOUNTAIN, including its owners, officers, directors, managers, employees, agents, volunteers, successors, and assigns (collectively, the “Releasees”), for any personal injury, disability, death, or property damage I may sustain in relation to my use of WILD MOUNTAIN’S premises and facilities or my participation in Snow Tubing, resulting or arising from **ANY NEGLIGENT ACT OR OMISSION** of the Releasees. I promise not to make or bring any such claim against the Releasees and **FOREVER RELEASE AND DISCHARGE** the Releasees from liability under any such claims.

3) INDEMNIFICATION: I AGREE TO DEFEND, INDEMNIFY, AND HOLD THE RELEASEES HARMLESS against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorney fees), incurred by or awarded against the Releasees, arising out or resulting from any claim brought by or on behalf of myself as well as any third-party claim related to my use of WILD MOUNTAIN’S premises and facilities or my participation in Snow Tubing, including any claim related to my or the Releasees’ negligence.

4) MY RESPONSIBILITIES: I AGREE it is my sole responsibility to view the snow tubing area **BEFORE** I participate and to not participate if the snow tubing area or adjacent areas or conditions are not to my satisfaction. I **FURTHER AGREE** to abide by all signage and instructions provided by WILD MOUNTAIN personnel.

5) MISCELLANEOUS PROVISIONS: If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable, all other parts will be given full force and affect. All matters arising out of or relating to this Agreement or my participation in Snow Tubing will be governed by the laws of the State of Minnesota, and exclusive jurisdiction thereof will be in the district court residing in and for Chisago County, Minnesota.

[SIGNATURE PAGE FOLLOWS]



PARTICIPANT ACKNOWLEDGMENT AND SIGNATURE

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND VOLUNTARILY SIGN WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

1 st Participant Name (Print):	Signature:	Date:	Age:
_____	_____	_____	_____
2 nd Participant Name (Print):	Signature:	Date:	Age:
_____	_____	_____	_____
3 rd Participant Name (Print):	Signature:	Date:	Age:
_____	_____	_____	_____
4 th Participant Name (Print):	Signature:	Date:	Age:
_____	_____	_____	_____
5 th Participant Name (Print):	Signature:	Date:	Age:
_____	_____	_____	_____
6 th Participant Name (Print):	Signature:	Date:	Age:
_____	_____	_____	_____

PARENT OR LEGAL GUARDIAN ACKNOWLEDGMENT AND SIGNATURE

I AM THE PARENT/LEGAL GUARDIAN OF THE MINOR NAMED ABOVE. I DESIRE FOR MY CHILD(REN)/WARD(S) TO PARTICIPATE IN THE ACTIVITIES AND BELIEVE IT IS IN HIS/HER/THEIR BEST INTEREST TO DO SO. I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. BY SIGNING BELOW, I GIVE MY CHILD(REN)/WARD(S) PERMISSION TO PARTICIPATE IN THE ACTIVITIES WITH THE UNDERSTANDING AND INTENTION THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE BINDING ON ME AND MY CHILD(REN)/WARD(S).

Parent or Legal Guardian Name (Print):	Signature:	Date:	Relationship to Minor:
_____	_____	_____	_____