PRINT LAST NAME _ _ _ _ _ _ _ _

TUBING
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I, recognize that there are **EXTREME DANGERS** associated with participation in the sport of tubing. I am fully aware of the possible risks and dangers inherent in participating in the sport of tubing, including, but not limited to, the fact that I will be travelling at high speed **WITH NO BRAKING SYSTEM and have little directional control.** I understand that **WILD MOUNTAIN** does not make any guarantees or representations as to the safety of tubing. I fully understand that violent collisions are a high probability, that any snow bank, netting, fencing or other devices erected by **WILD MOUNTAIN** are designed as visual aids, and not to protect spectators and are not designed to protect tubers and that it is possible that I might leave the course, collide with other persons or structures on the course, or lose control of my tube and fall on the course. I also understand that I will be required to walk my tube up a hill and there is a high possibility of slipping and falling. Accordingly, I understand that I must use extreme caution and control myself at all times and anticipate the unexpected and that **I UNDERSTAND AND ACCEPT THE RISKS AND HAZARDS OF THE TUBING ACTIVITIES AND I AM SOLELY RESPONSIBLE FOR MY OWN SAFETY. I AGREE** it is my sole responsibility to view the tubing area **BEFORE** I participate and to not participate if the tubing area or adjacent areas or conditions are not to my satisfaction. I acknowledge that tubing and related activities are **EXTREMELY HAZARDOUS** activities and that I have made a voluntary choice to participate in those activities despite the **EXTREME** risks and dangers that they present. In consideration of my being permitted to participate in the sport of tubing, I expressly agree to **ASSUME ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH** which might be associated with or result from my participation in Tubing.

I RELEASE WILD MOUNTAIN FROM CLAIMS OF NEGLIGENCE RESULTING IN PERSONAL INJURY, DEATH OR PROPERTY DAMAGE. NOTHING IN THIS RELEASE SHOULD BE CONSTRUED AS RELEASING CLAIMS I MAY HAVE FOR RECKLESS, INTENTIONAL, OR WILFUL AND WANTON ACTS BY WILD MOUNTAIN.

If user is a **MINOR,** in exchange for **WILD MOUNTAIN** making tubing, related activities and facilities available, the undersigned **AGREES TO DEFEND AND INDEMNIFY WILD MOUNTAIN** from any claim for personal injury, death or property damage from said minor, even **AFTER** the minor has attained **MAJORITY,** and to **HOLD HARMLESS WILD MOUNTAIN,** its representatives, agents, officers, directors and employees from any claim, legal action, harm, injury damages or loss to personal and/or property made on behalf of the aforementioned minor or from **THIRD PARTIES** injured by the minor.

In exchange for, and in consideration of, **WILD MOUNTAIN** making the facilities and the ski area available for participation in tubing, **I CONTRACTUALLY AGREE** that any and all disputes between myself and **WILD MOUNTAIN** arising from participation in the sport of tubing, and including any claims for personal injury and/or death will be **GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF MINNESOTA.**

I UNDERSTAND AND ACCEPT THE RISKS AND HAZARDS OF PARTICIPATING IN THE ACITIVITY OF TUBING.

I UNDERSTAND THAT BY SIGNING THIS RELEASE, I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS RELEASE.

I RELEASE WILD MOUNTAIN FOR CLAIMS OF NEGLIGENCE RESULTING IN PERSONAL INJURY, DEATH OR PROPERTY DAMAGE.

Signature: _____ ____ _____ (sign clearly)
Address: _____ ____ City: _____State: __ Zip: _____ _
Date: _____

******* If the person executing this release is a minor, the following section must be completed. *******

I represent that I am a parent or guardian of the minor who has signed the release, and I agree that we both will be bound thereby.
Signature: _____ __ Date: _____ _____ _
Address: _____ City: _ _____State: __ Zip: _____ _
Relationship to Minor: _____ __ _____