

SKI BUTTERNUT TUBING CENTER ❄️

RELEASE and ASSUMPTION OF RISK AGREEMENT

PLEASE FILL IN ALL INFORMATION, PRINT AS NEATLY AS POSSIBLE.

Name _____ Tubing Date _____

Home Mailing Address _____

City _____ State _____ Zip _____ e-Mail _____

(for Ski Butternut use only)

Do you ski or snowboard? YES NO Were you skiing or snowboarding today? YES NO

Why did you choose to go tubing here today?

I, the undersigned do hereby accept, understand and agree that the recreational sport of snow tubing contains inherent and other risks that could lead to serious injury or death. These risks include, but are not limited to riding the tubing lift, falling out of the tube, collisions with other tubes, tubers, spectators, man-made and natural objects, fencing and snowmaking and grooming equipment. There will be varying surface conditions, bare spots, ice, ice-chunks, slushy snow; all of which could lead to injury.

I willingly agree to comply with the stated and customary terms and conditions for participation. I agree to read, understand, follow or ask for explanations of all the rules, policies, and tubing responsibility codes that are posted at the tubing area. I understand that I can ask for and receive instructions on the use of the tubing slope, tubing lift, tubes and other associated equipment. If I observe any unusual, significant hazard I will remove myself from participation and bring such to the attention of the nearest official immediately, and,

I, on behalf of my children, my heirs, assigns, personal representatives and next-of-kin, HEREBY RELEASE AND HOLD HARMLESS Butternut Basin, Inc., their Officers, agents and/or employees, other participants, with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from their negligence or otherwise, to the fullest extent permitted by law. I further agree to indemnify and defend the same, from any claim for liability related to injury as a result of my or my child's use of the facilities.

I have read the above paragraphs and fully understand them. I understand that snow tubing is a purely voluntary activity and that *Ski Butternut* would not allow me or my minor children to participate if I did not agree to the provisions of this liability release. I recognize that I am free NOT to participate in tubing and can reject this release on behalf of myself and my minor children, but I have voluntarily chosen to sign it.

If I do not agree with the above, I will not use the tubing facility.

Tubing Participant Signature: _____ Age (if under 18): _____

If under age 18, the signature of a parent or guardian is required.

If under age 18, I represent that no parent/guardian is on the *Ski Butternut* premises to sign for me. _____

Parent/Guardian Signature: _____

Emergency Phone Number(s): _____

The signature of one parent or guardian binds both parents and guardians to this agreement

Date Signed: _____

This agreement is governed by the applicable law of the Commonwealth of Massachusetts. If any provision is deemed to be unenforceable, all other provisions shall be given full force and effect.