



**SNOW TUBING ACKNOWLEDGEMENT
OF RISK AND
AGREEMENT NOT TO SUE
THIS IS A CONTRACT ***** READ IT!**

1. I understand and acknowledge that snow tubing is a dangerous, risk sport and that there are inherent and other risks associated with the sport and that all of these risks can cause serious and even fatal injuries.
2. I understand that part of the thrill, excitement and risk of snow tubing is that the snow tubes all end up in a common, runout area at various speeds and that it is my responsibility to try to avoid hitting another snow tuber and it is also my responsibility to try avoid being hit by another snow tuber, but that notwithstanding these efforts by myself and other snow tubers, there is a risk of collisions.
3. I acknowledge and understand that some, but not necessarily all, of the risks of snow tubing are the following:
 - * variations in the steepness and configuration of the snow tubing chutes and runout area;
 - * variations in the surface upon which snow tubing is conducted, which can vary from wet, slushy conditions to hard packed, icy conditions and everything in between;
 - * fences and/or barriers at or along portions of the snow tubing area, the absence of such fences and/or barriers and inability of fences and/or barriers to prevent or reduce injury;
 - * changes in the speed at which snow tubes travel depending on surface conditions, the weight of snow tubers and the interlinking of snow tubes together to go down the snow tube runs;
 - * the chance that a patron can fall out, be thrown out or otherwise leave the snow tube;
 - * the chance that a snow tube can go from one run into another run, regardless of whether or not there is a barrier between runs, and the chance that a snow tube can go up and over the runout hill;
 - * the chance that a snow tube can go up the runout hill and then slide back into the general runout area;
 - * collisions in the runout area and other locations of the snow tubing facility, with such collisions happening between snow tubes, between snow tube and another patron, between snow tube and a snow tubing facility attendant, between snow tubing patrons who may or may not be in or on a snow tube at the time of the collision and other sorts of collisions; collisions with fixed objects, obstacles, or structures located within or outside of the snow tubing facility;
 - * the use of the snow tubing lift or tow, including falling out of a tube, coasting backwards, becoming entangled with equipment and other risks.
4. I also acknowledge and understand that I am accepting AS IS the snow tube and any other equipment involved with the snow tubing activity, including lifts and tows, and further acknowledge and understand that NO WARRANTIES are being extended to me with respect to any aspect of the snow tubing facility.
5. I agree and understand that snow tubing is a purely voluntary, recreational activity and that if I am not willing to acknowledge the risks and agree not to sue, I should not go snow tubing.
6. I agree to allow the use of my image or likeness incidental in any photograph, live recorded video display or other transmission or reproduction of the event of any form to which this agreement admits me.
7. IN CONSIDERATION OF THE ABOVE AND OF BEING ALLOWED TO PARTICIPATE IN THE SPORT OF SNOW TUBING, I AGREE THAT I WILL NOT SUE AND WILL RELEASE FROM ANY AND ALL LIABILITY SKI CAMPGAW MANAGEMENT, LLC. IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE SNOW TUBING FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE OR ANY OTHER IMPROPER CONDUCT ON THE PART OF THE SNOW TUBING FACILITY.
8. I further agree that I WILL INDEMNIFY AND HOLD HARMLESS SKI CAMPGAW MANAGEMENT, LLC from any loss, liability, damage or cost of any kind that it may incur as the result of any injury to myself, to any member of my family, or to any person for whom I am signing this agreement, even if it is contended that any such injury was caused by the negligence or other improper conduct on the part of the snow tubing facility.
9. Notwithstanding the foregoing, if I sue Ski Campgaw Management, LLC, I agree that I will only sue it, whether on my own behalf or on behalf of a family member, in the Court of Common Pleas of Bergen County or in the United States District Court or the Middle District of New Jersey and further agree that any and all disputes which might arise between Ski Campgaw Management, LLC and myself shall be litigated exclusively in one of the said Courts.
10. I understand and agree that this agreement is governed by the laws of New Jersey. I further agree that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.
11. I have read and understood the foregoing Acknowledgement of Risks and Agreement Not to Sue and I am voluntarily signing below, intending to be legally bound hereby. If am signing on behalf of a minor child, I understand that I may be giving up that child's right to sue as well as my right to sue.

Name of participant (Please Print) _____
Signature

Signature of parent or guardian if participant is under 18 years of age _____
Date

Address

City _____
State _____
Zip Code

Signature of other participants:	Signature of parent or guardian: <i>If participant is under 18</i>	Date:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____