

CAMPGAW MOUNTAIN SNOW TUBING AGREEMENT
EXPRESS ASSUMPTION OF RISK AND WARNINGS

I understand and acknowledge that
SNOW TUBING IS A DANGEROUS ACTIVITY.
By participating in this activity and signing this agreement:
I ACKNOWLEDGE AND ACCEPT THAT I MAY SUFFER SERIOUS, IF NOT FATAL, INJURIES as a result.
I admit that my participation is completely voluntary.

This agreement is made between SKI CAMPGAW MANAGEMENT, LLC, its representatives, agents, officers, directors, servants and employees (collectively referred to as "CAMPGAW") and **AND I** agree as follows:

1. I understand that the use of the ski area and the issuance of a ticket is subject to the posted signage, warnings, the Skiers' Responsibility Code, posted around the mountain and the New Jersey Ski Statute, N.J.S.A. 5:13-1 et seq.
2. I understand and agree that I will report any injury to myself, or collision with another patron, a piece of equipment or a stationary object to Campgaw's Ski Patrol immediately. I understand that I must report in writing to Campgaw all the details of any accident as soon as possible, but in no event longer than 90 days from the time of the incident per N.J.S.A. 5:13-7.
3. **WARNINGS RELATING TO SNOWTUBING. SNOWTUBING IS A DANGEROUS ACTIVITY.** the undersigned agrees and understands that snow tubing is an inherently hazardous sport that has many dangers and risks. I am fully aware that I will be traveling at high speed **WITH NO BRAKING SYSTEM** and have little directional control. Campgaw does not make any guarantees or representations as to the safety of the tube I am using. I understand that collisions with other tubes, tubers and snow banks are highly probable. I understand that I could fall out of the tube and come into violent contact with the snow, ice or other objects found on the track. I understand that any snow bank, netting, fencing or other devices erected by Campgaw are designed only to protect spectators and are not designed to protect tubers or to keep tubers on the course. I understand 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. Nonetheless, I wish to participate in this sport and agree to these terms as a condition of my participation. 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 have been informed about and/or made aware of and hereby certify that I, or tuber if tuber is a minor, meet(s) all admission requirements in terms of height, age, and any other requirement which may exist.
4. **ON BEHALF OF MINORS.** I have signed this agreement on behalf of the minor listed. I represent to Campgaw that I have the authority to enter into this contract on behalf of said MINOR and on behalf of any other parent or guardian of said MINOR. To the fullest extent permitted by law, I agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** Campgaw from any and all claims, suits, costs and expenses including attorneys' fees for personal injury, death or property damage from and/or on behalf of said minor, even after the minor has attained majority, and/or claims from injured third parties arising out of or resulting from said minor's conduct or related to the use of the ski area premises including the parking lots and related facilities. This promise to indemnify and defend Campgaw is made even if the claim, suit, cost and expenses including attorneys' fees are alleged to have resulted from Campgaw's negligence in whole or in part.
5. **RELEASE, INDEMNITY AND ASSUMPTION OF RISKS OF SPORT.** I understand and **EXPRESSLY AGREE** that snow tubing is an inherently hazardous sport that has many dangers and risks. I realize that injuries are a common and ordinary occurrence of this sport. As a condition of being permitted to use any and all of the facilities of the ski area, I **FULLY RELEASE** Campgaw **AND AGREE TO EXPRESSLY ASSUME ALL RISKS** of personal injury, death or loss or damage to any of my property. I release **CAMPGAW** from any and all claims related to (1) the inherent risks of the sport; (2) abrupt changes in weather conditions; (3) hazards normally associated with the varying conditions of snow or undercover, including tuber's use; and (4) the location of man made facilities and equipment necessary for the ordinary operation of the ski area, such as transportation or grooming vehicles, towers, fencing of any type, or any other object or piece of equipment utilized in connection with the maintenance of trails, buildings or other facilities used in connection with skiing, snowboarding or snowmaking. I **EXPRESSLY AGREE**, as a condition of being allowed to use the ski area facility and premises, that I do freely accept and voluntarily assume **ALL RISKS** of personal injury or death or property damage, and **FULLY RELEASE CAMPGAW** to the greatest extent permitted by law **FROM ANY AND ALL LIABILITY** for personal injury, death or property damage arising out of or resulting from my participation in this sport; and/or from my use of the ski area premises including the parking lots and related facilities.
6. **USE OF MY IMAGE OR LIKENESS.** I agree to allow **CAMPGAW** the use of my image or likeness incidental to any photograph, live video, display, or other transmission or reproduction of the event, in any form, and such footage may be obtained directly from or incidental to my snow tubing experience.
7. **CHOICE OF VENUE-BERGEN COUNTY.** I **AGREE** that any and all disputes between myself and Campgaw arising from my participation in the sport of tubing shall be **GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF NEW JERSEY** and venue in the state Court shall be **BERGEN COUNTY, NEW JERSEY.**
8. **EXPRESS ASSUMPTION OF RISKS-COVID-19.** I acknowledge the contagious nature of the SARS-CoV-2 virus (the "novel coronavirus") and voluntarily assume the risk that I, on behalf of myself, and, if applicable, any minor in my care, may be exposed to or infected by the novel coronavirus by my presence at or participation in activities at Campgaw and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to the novel coronavirus or persons with the COVID-19 disease at Campgaw may result from the actions, omissions, or negligence of myself and others, including, but not limited to other patrons, employees or persons at Campgaw. I voluntarily assume the risk that I, on behalf of myself, and, if applicable, any minor person in my care, may be exposed to the novel coronavirus or persons with the COVID-19 disease as a result from a failure to comply with such practices. I **FREELY ACKNOWLEDGE, ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, DISEASE, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

By Accepting and using this ticket I authorize Ski Campgaw Management, LLC, to record and reproduce my image and/or performance for the use in the company promotional materials including commercials, travel videos, brochures and any other related materials. Additionally, I agree that Ski Campgaw Management, LLC shall have the right to distribute the promotional materials to any and all television, video outlets, publishers and/or printers in the universe, and that Ski Campgaw Management, LLC shall be the owner of such materials. In the event any part of this agreement is deemed unenforceable, the remainder shall be an enforceable agreement/contract between the parties.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT.
IN CONSIDERATION OF MY USE OF CAMPGRAW'S SNOW TUBING FACILITIES AND EQUIPMENT, I EXPRESSLY AGREE TO THE TERMS OF THIS AGREEMENT.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

PRINT NAME OF PARTICIPANT

____ / ____ / ____
PARTICIPANT DATE OF BIRTH

SIGNATURE

____ / ____ / ____
DATE SIGNED

PRINT NAME OF PARENT/GUARDIAN (IF MINOR)

SIGNATURE OF PARENT/GUARDIAN (IF MINOR)