

# Woodbury Ski Area

## Woodbury, CT

### PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Woodbury Ski Area, Inc., owners, officers, volunteers, participants, employees and all other persons or entities acting in a capacity on their behalf (hereinafter collectively referred to as "WSA"), I hereby agree to release, indemnify and discharge WSA, on behalf of myself, my spouse, my children, my parents, my heirs, personal representative and estate as follows:

I acknowledge that renting alpine or cross country skis, taking lessons, skiing, snowboarding, snow tubing, mountain biking, extreme biking, inline and skateboarding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property or to the third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risk includes among other things: falling, temperature exposure (hypothermia, frostbite, frostnip, sunburn) collision with or being hit by other parties; striking obstructions; unsafe speed of travel for conditions or experience; equipment failure; weather conditions including electrical storms and unfavorable snow conditions. Furthermore, WSA employees have a difficult job to perform. They seek safety, but they are not infallible. They might be unaware of participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions and the equipment, being used might malfunction.

I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is voluntary; and I elect to participate in spite of the risks. Furthermore, I have read and understand the tubing park rules and responsibilities.

I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless WSA from any and all claims, demands, causes of action, which are in any way connected with my participation in this activity or my use of WSA's equipment or facilities, including any such claims which allege negligent acts or omissions of WSA.

Should WSA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to take the costs of such injury or damage to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

In the event that I file a lawsuit against WSA, I agree to do solely in the state of Connecticut, and I further agree that the law of Connecticut shall apply in that action without regard to the conflict of law ruler of the state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, may be found by a court of law to have waived my right to maintain a lawsuit against WSA on the basis of any claim for which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it and I agree to be bound to its terms.

Signature of Participant \_\_\_\_\_ \* LIST ADDITIONAL TUBERS ON THE BACK OF FORM

Print Name \_\_\_\_\_

Email Address \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

WE HIGHLY RECOMMEND SKI/SNOWBOARD HELMETS FOR TUBING, SKIING & SNOWBOARDING.

☐ HELMET RENTED ☐ USING OWN HELMET ☐ HELMET REFUSED

### TUBING PARK RULES & RESPONSIBILITY CODE

1. No admittance permitted in the park without a valid snow tubing lift ticket.
2. All participants must follow attendant's instructions. Failure to do so will result in removal of your ticket without refund.
3. All minor children are the responsibility of a parent or legal guardian at all times. Our staff will not be responsible for supervising or monitoring children's activity. All parents, participants must realize and accept that there is no guarantee of your personal safety.
4. Unsafe conduct will result in the removal of your lift ticket without refund.
5. Chute conditions vary with weather and use. Please be aware of conditions before purchasing snow tubing tickets. NO REFUNDS will be given. Use of any sliding device other than the tubes provided by management is STRICTLY FORBIDDEN.
6. Management will not be responsible for personal injury, damage, or wear to your clothing due to any cause whatsoever while engaged in snow tubing and/or any activity associated with snow tubing.
7. We recommend lying on your belly and dragging your feet and knees to control your speed. You CANNOT have more than one person in a single person tube.
8. Before starting your descent, make sure the track is clear. Upon completion of your descent look uphill, clear the track immediately, exiting at marked areas only. Do NOT cross other tubing tracks.
9. Do NOT stop where you obstruct a track or are not visible from above.
10. If in immediate danger, throw away the tube to stop quickly.
11. After completion of SNOW TUBING, return tube to storage corral. Tubes must remain within snow tubing park boundaries at all times.