

AVALANCHE EXPRESS/MEADVILLE PINES, INC.
ACKNOWLEDGEMENT and RISK and RELEASE FROM LIABILITY

(Read this Contract carefully before signing)

**This is a contract, part of which gives up rights which you
may have regarding Avalanche Express/Meadville Pines, Inc.**

1. I am aware that Avalanche Express/Meadville Pines, Inc., is not the only facility for snow tubing. In addition to other snow tubing facilities, non-organized activities such as sledding are available.

2. Snow tubing is a purely voluntary, hazardous activity, and I am entering into this activity of my own free will and desire, and I accept all risk and responsibility associated therewith.

3. If requested, the employees of Avalanche Express/Meadville Pines, Inc., will provide a list of snow tubing facilities in the general area.

4. I agree and understand snow tubing is a hazardous and dangerous activity. I further acknowledge that despite the use of all care by people involved, serious injury and even death can and does occur from snow tubing, the use of facilities and equipment, and related activities. These risks include but are not limited to:

- The design of the facilities including variations in steepness, surface conditions, the presence of ice and icy conditions, bare spots, and the configurations of the chutes, slopes, lift lanes, lift exit areas, run out area, and run out exit areas.
- Collisions with fences and/or barriers at or along portions of the snow tubing area or park, and at the end of the run out area, the absence of such barriers and/or fences and the inability of barriers and/or fences to prevent or reduce injury.
- Collisions in the run out area and other areas of the snow tubing facility attendant, between snow tubing patrons who may or may not be in or on a snow tube at the time of collision and many other types of collisions; collisions with fixed objects, snow and ice chunks, manmade and naturally occurring obstacles or structures located within or outside the snow tubing facility, snow making and other facility maintenance equipment.
- Changes in the speed at which snow tubers travel depending on surface conditions, the weight of the tuber, weather conditions, the inter-linking of snow tubes together to go down the snow tube chutes, and the type of snow tube in use.
- The chance the patrons can fall out, be thrown out, or otherwise leave the tube.
- The chance that a snow tube can go from one chute to another, regardless of whether or not there is a barrier between chutes, and the chance a snow tube can go beyond the designated run out area.
- The use of the snow tubing lift/tow, including falling out of the snow tube, coasting backwards, detaching from the lift, collision with another tuber who has detached from the lift, becoming entangled with the equipment and other risks.

5. I understand that part of the thrill, excitement and risk of snow tubing is that the snow tubes all end up in a common run out area at various times and speeds, and that it is my responsibility to avoid hitting another snow tuber, and it is also my responsibility to avoid being hit by another snow tuber, but that notwithstanding these efforts, there exists a risk of collision.

6. I acknowledge and understand that I am accepting AS IS the snow tube and the facilities including its design and maintenance and any other equipment, including lifts and tows. I agree to wear appropriate apparel for weather conditions.

7. I accept for use, as is, a snow tube for use in the snow tube park and take full responsibility for its care while in my possession. I agree to return the snow tube to the proper area upon the expiration of my snow tubing ticket in the condition as received other than reasonable wear resulting from its use. I agree to not consume alcohol or use drugs prior to snowtubing.

8. This document constitutes the final and entire agreement between Avalanche Express/Meadville Pines, Inc., and the undersigned with respect to my use of this equipment. Avalanche Express/Meadville Pines, Inc., provides **NO WARRANTIES**, express or implied, and this equipment is accepted "as is."

9. Snow tubing conditions vary constantly because of weather changes and snow tubing use. Be aware that snowmaking and snow grooming may be in progress at any time. These are some of the risks of snow tubing. All of the inherent and other risks of snow tubing present the risk of serious and/or fatal injury or property damage.

I understand and agree the laws of the Commonwealth of Pennsylvania govern this Agreement, and I further agree if any part of this Agreement is determined to be unenforceable, all other parts hereof shall remain in full force and effect.

10. AGREEMENT NOT TO SUE. – I agree I will not sue Avalanche Express/Meadville Pines, Inc., its employees, agents or owners, and hereby release the same from any and all liability of Avalanche Express/Meadville Pines, Inc., and any related party, and employee of the aforementioned company and all other persons, firms, corporations, and other entities, their heirs, assigns, successors or successors-in-interest, resulting for any reason, or any cause, to injury to myself or any member of my family, including injuries caused due to passive and/or active negligence, the design of the facilities and all matters herein mentioned.

11. I further agree to defend, indemnify and hold harmless Avalanche Express/Meadville Pines, Inc., and any employees of the aforementioned company, it heirs, assigns, successors and/or successors-in-interest, from any lawsuits, claims or actions arising out of participating in the sport of snow tubing, which is defined to include walking to and from the tubing area, ascending and descending the chutes and lift area, or participating in the sport in any way.

12. As parent or guardian of a minor child I agree to waive all claims including those for medical and related expenses arising out of injuries incurred by said minor.

13. As parent or guardian of minor child, I accept responsibility for any and all damage to person or property resulting from improper conduct by said minor.

I understand, and acknowledge and covenant, I have read this Agreement in its entirety. I further acknowledge I understand same, and have been provided with an opportunity to have fully explained to me any questions or concerns I may have regarding this Agreement. If I have not read this Agreement, I shall not sign same, and I shall not participate in snow tubing activities. I recognize I am free to not participate in snow tubing, I can reject this Agreement on behalf of my minor child or myself and participate elsewhere or not at all. I acknowledge I am voluntarily signing below, and I intend to be legally bound hereby. If I am signing on behalf of a minor child, I represent and warrant that I am aware I am giving up rights of my minor child and/or spouse to sue, as well as giving up my own rights to sue.

Print Name _____ Signature _____ Date _____

Telephone Number _____ Birth date _____

Address _____ City, State, Zip Code _____

Print Minor's Name _____ Signature of Parent or Guardian (if under 18 yrs. old) _____