

WHITE PASS SKI AREA / TUBING DEPARTMENT

LIABILITY RELEASE, ACKNOWLEDGMENT OF RISKS & HAZARDS & AGREEMENT NOT TO SUE

1. I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND AND HOLD HARMLESS White Pass Co, Inc., DBA White Pass Ski Area, for all loss or damage I may cause to this equipment, except for reasonable wear and tear to the equipment.
2. I understand there are numerous risks and dangers inherent in snowtubing, including but not limited to: continually changing weather conditions and the tube riding surface, bare ground, banks, the use of the equipment, falling out of moving snowtubes, and a multitude of other risks inherent in snowtubing, as well as collisions with other participants and spectators, or any of the objects included in this release. Further, I understand that there may be other risks not known to me or reasonably foreseeable at this time. I hereby assume any and all risks of property damage, personal injury or death arising from my participation in snowtubing.
3. I acknowledge I have been given the opportunity and have been encouraged by White Pass Co., Inc.. to inspect the facilities/tube tows/course PRIOR to signing this release.
4. In consideration of being permitted to use White Pass Ski Area snowtubing facilities, I hereby freely and expressly assume and accept the responsibility for any and all risks of injury, death and/or property damage while participating in snowtubing, or while present on White Pass Ski Area premises, and I agree to RELEASE AND FOREVER DISCHARGE, INDEMNIFY, DEFEND AND HOLD HARMLESS White Pass Co., Inc., affiliated companies, their respective agents, officers, directors, owners, contractors, volunteers, employees, insurers, and real and personal property owners (collectively, the "Releasees") from any and all claims I might bring as a result of physical injury, including death, and/or property damage sustained in connection with my use of the White Pass Ski Area Tubing Area, its equipment, or any other equipment, and Releasees premises and facilities INCLUDING CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY.

I am fully aware of and accept all risks, hazards and dangers associated with using the Releasees facilities and I am fully responsible for any and all damage or injury of any kind that may result from my use of the Releasees facilities. I promise not to bring a claim against or sue the Releasees and agree that if anyone is physically injured or property is damaged while I am using the Releasees facilities, I will have no right to make a claim or file a lawsuit against the Releasees regardless of how or by whom or by what the personal injury, death and/or property damage was caused. I also agree to indemnify and defend the Releasees for any and all claims, including subrogation and/or derivative claims, brought by any third party or insurer, for injury or damage I may cause.

5. This document is a legally binding contract and supersedes any other agreements or representations by or between the parties and is governed by the laws of the State of Washington. It shall be interpreted to provide as broad and inclusive a release of liability as is legally permissible, but it is not intended to assert any claims or defenses that are prohibited by law. I agree that exclusive jurisdiction and venue for any legal action against the Releasees shall be in the courts of Yakima County, Washington, and such courts shall have personal jurisdiction. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect.

6. I hereby grant permission to the Releasees to use my and/or my child's image(s), picture or other likeness(es), (collectively, "Image"), whether video, digital or print, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.

7. I understand that permission to use Releasees' snowtubing park, their premises and/or equipment is being given to the undersigned participant in exchange for the execution of this Liability Release and Covenant Not to Sue.

8. I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, I UNDERSTAND ITS CONTENTS, AND I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I (OR THE MINOR CHILD) OTHERWISE MAY HAVE. I agree that this is a

Release of Liability and Agreement Not to Sue, which will legally prevent me, or any other person, from filing suit or making any other claims for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I understand that permission to use the resorts, their facilities, premises and equipment is being given to the undersigned participant (or parent/guardian) in exchange for the execution of this Liability Release and Agreement Not to Sue. I have made no misrepresentations to the Releasees regarding my and/or the minor child(s) name, age or any other information. This Liability Release and all its components shall survive and continue in force beyond the termination of the current season with respect to any liability, injury or damage occurring prior to such termination.

Participant Under 18 Years of Age: As parent or guardian of the child(ren) named on this form and on the Additional Names form, if any (each, the "Child"), I have authority to enter into this agreement on behalf of the Child. I agree to indemnify, defend and hold harmless the Releasees for any and all claims whatsoever brought by the Child and all claims whatsoever brought by any third party arising in connection with the Child. I acknowledge that I have read and understand this document and am executing it on behalf of the Child, and that the Child and I will be bound by all its terms. I also agree to be responsible for medical expenses incurred by the Child.

PLEASE PRINT

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Parent or Guardian Name: \_\_\_\_\_ 2<sup>nd</sup> Parent / Guardian: \_\_\_\_\_

Child's Name \_\_\_\_\_

Child's Name \_\_\_\_\_

Child's Name \_\_\_\_\_

Child's Name \_\_\_\_\_

Child's Name \_\_\_\_\_

Please check the box to indicate your acceptance of this agreement.

I have read and agree to the terms of this release

I have read and agree to the terms of this release

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
2<sup>nd</sup> Parent /Guardian Signature

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_