

## Tube Use and Release of Liability

I accept for use, as is, a snow tube for use at the Polar Blast Tube Park at Mount Pleasant and take full responsibility for its care while in my possession. I agree to return the snow tube to the Polar Blast Tube Park at Mount Pleasant upon the expiration of my snowtubing ticket in the condition as received other than reasonable wear resulting from its use. I understand that SKI BOOTS ARE NOT PERMITTED.

I understand that there are inherent risks in the sport of snowtubing for which this equipment will be used. The risks include, but are not limited to, variations in snow, steepness and terrain, trail side drop-offs, icy and icy conditions, moguls, rocks, trees and component parts, and other forms of natural and man-made obstacles or other snow tubes or persons: snow conditions vary constantly because of weather changes and snowtubing use. Be aware that snowmaking and snow grooming may be in progress at any time. I further understand that these risks include the risk of personal injury, that snowtubing is a DANGEROUS risk sport and that injuries can be serious or even fatal. I HEREBY ACKNOWLEDGE, ACCEPT AND ASSUME ALL RISKS OF INJURY TO ANY PARTS OF THIS USER'S BODY THAT CAN AND DO EXIST IN THE SPORT OF SNOWTUBING.

I agree that all disputes arising under this contract and/or from any use of the snowtube shall be litigated exclusively in the Court of Common Pleas of Erie County, PA, or in the United States District Court for the Western District of PA.

I HEREBY FOREVER RELEASE, HOLD HARMLESS AND INDEMNIFY THE POLAR BLAST TUBE PARK AT MOUNT PLEASANT AND/OR ANY EMPLOYEES THEREOF AS WELL AS THE MANUFACTURERS OR DISTRIBUTORS OF THIS EQUIPMENT FROM ANY LIABILITY OR DAMAGE AND INJURY TO MYSELF OR TO ANY PERSON OR PROPERTY ALLEGEDLY RESULTING FROM THE USE OF THIS EQUIPMENT, ACCEPTING MYSELF THE FULL RESPONSIBILITY OF ANY AND ALL SUCH DAMAGE AND INJURY. I AGREE THAT I WILL NOT SUE THE POLAR BLAST TUBE PARK AT MOUNT PLEASANT OR ITS AGENTS OR EMPLOYEES (EITHER ON MY BEHALF OR ON THE BEHALF OF MY SPOUSE, CHILD OR WARD) FOR INJURIES OR DAMAGES RELATING TO SNOWTUBING AND/OR THE USE OF THIS EQUIPMENT.

This document constitutes the final and entire agreement between Polar Blast Tube Park at Mount Pleasant and the under-signed with respect to my use of this equipment. Polar Blast Tube Park at Mount Pleasant provides NO WARRANTIES, express or implied, and this equipment is accepted "as-is".

I have carefully read this agreement and release of liability and fully understand its contents. I am aware that this is a release of liability and a contract between Polar Blast Tube Park at Mount Pleasant and myself and I sign it of my own free will.

**A Parent or Legal Guardian must sign for any minors. This can be a single adult signing for the entire party; however the names of all tubers must be listed below.**

Signature	Date	Signature	Date
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