



# 2018-2019 Snow Tubing Agreement, Release of Liability, and Indemnification

Please read carefully, this is a Release of Liability & Waiver of Legal Rights

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

- I acknowledge that there are **EXTREME DANGERS** associated with participation in the sport of tubing. I am fully aware of the possible risks and dangers inherent in participating in the sport of tubing, including, but not limited to, the fact that I will be traveling at high speed **WITH NO BRAKING SYSTEM and have little directional control**. I understand that **GIANTS RIDGE RECREATION AREA (“GIANTS RIDGE”)** does not make any guarantees or representations as to the safety of tubing. I fully understand that violent collisions are a high probability, that any snow bank, netting, fencing or other devices erected by **GIANTS RIDGE** are designed as visual aids, and not to protect spectators and are not designed to protect tubers and 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. I also understand that I will be required to use a moving, motorized rope tow and there are risks and inherent dangers associated with the rope tow. Accordingly, I understand that I must use extreme caution and control myself at all times and anticipate the unexpected and that **I UNDERSTAND AND ACCEPT THE RISKS AND HAZARDS OF THE TUBING ACTIVITIES AND I AM SOLELY RESPONSIBLE FOR MY OWN SAFETY. 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 acknowledge that tubing and related activities are **EXTREMELY HAZARDOUS** activities and that I have made a voluntary choice to participate in those activities despite the **EXTREME** risks and dangers that they present. In consideration of my being permitted to participate in the sport of tubing, I expressly agree to **ASSUME ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH** which might be associated with or result from my participation in tubing. \_\_\_\_\_ **INITIAL**
- In consideration of being allowed to use the area facilities and premises at Giants Ridge, and specifically for the opportunity to snow tube at Giants Ridge, tubing **I agree to release the Department of Iron Range Resources and Rehabilitation state agency, Guest Services Management, LLC** (and its employees and affiliates) and Giants Ridge Recreation Area (collectively “Giants Ridge”) and their agents, employees and officers **from any and all liability for personal injury, death or property damage** which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or my participation in snow tubing or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result. This release applies to all claims resulting from anything that happens after the execution of this agreement. \_\_\_\_\_ **INITIAL**
- To the extent I am signing on behalf of a **minor, I hereby release Giants Ridge from any and all liability for personal injury or property damage** sustained by said minor which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or the minor’s participation in tubing or other activities at the area, accepting myself the full responsibility for any and all such damage of injury of any kind which may result. \_\_\_\_\_ **INITIAL of Parent or Guardian.**
- I further agree to **defend, indemnify and hold harmless Giants Ridge** from any and all claims, demands, losses, damages and liabilities, contribution or otherwise with respect to personal injury or property damage arising from my or a minor’s on whose behalf I signed, participation in tubing or other activities at Giants Ridge. \_\_\_\_\_ **INITIAL**
- In exchange for, and in consideration of, Giants Ridge making the facilities and the ski area available for participation in tubing, **I CONTRACTUALLY AGREE** that any and all disputes between myself and Giants Ridge arising from participation in the sport of tubing, and including any claims for personal injury and/or death will be **GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF MINNESOTA**.
- I hereby release Giants Ridge to take my photograph, and/or that of my minor child/children, and use the image(s) in its promotional materials and publicity efforts, including but not limited to billboards, brochures, magazines, website, social media (i.e. Facebook), and any and all other promotional materials related to Giants Ridge. I understand that use of these images will not be reimbursed in the form of any cash, goods or services.
- In accordance with Minnesota law, nothing in this Release of Liability should be construed as releasing, discharging or waiving any claims I may have for conduct that constitutes greater than ordinary negligence on the part of Giants Ridge, or its owners, officers, shareholders, agents or employees.

**I UNDERSTAND THAT BY SIGNING THIS RELEASE, I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS RELEASE.**

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

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\*\*\*\*\*If the person executing this release is a minor, the following section must be completed\*\*\*\*\*

**MINOR PARTICIPANT**

**TO BE COMPLETED IF PARTICIPANT IS A MINOR**

**ACKNOWLEDGMENTS AND AGREEMENTS OF MINOR PARTICIPANT**

You acknowledge that you have read the entirety of this Agreement, **including page one** (Initial Here \_\_\_\_\_) of this Agreement. Moreover, you acknowledge that you have shown both pages of this Agreement to your parent or legal guardian and asked him/her to read both pages carefully.

By signing your name, you are confirming that you understand the waiver and release, as well as the assumption-of-the-risk language, on page one of this Agreement and you acknowledge and agree that the waiver and release, as well as the assumption-of-the-risk language, apply to you. By signing your name below, you are also confirming that, if you have any questions about the meaning of any language on page one or page two of this Agreement, you have asked for and received clarification of that meaning from your parent or legal guardian.

**MINOR PARTICIPANT (to be filled out if you, the participant, are a minor):**

_____	_____	_____
Print Name	Signature	Age
_____	_____	_____
Print Name	Signature	Age
_____	_____	_____
Print Name	Signature	Age
_____	_____	_____
Print Name	Signature	Age

**ACKNOWLEDGMENTS AND AGREEMENTS OF MINOR PARTICIPANT’S PARENT/LEGAL GUARDIAN/CHAPERONE**

The undersigned acknowledges that he/she is the parent/legal guardian or chaperone of the minor participant. The undersigned also acknowledges that he/she has reviewed both pages of this Agreement with the minor participant and explained the entire Agreement to the minor participant.

**Parent or Legal Guardian:** The undersigned understands the entirety of this Agreement and permits the minor to participate with the intent that all terms and conditions of this Agreement will be binding on the minor participant and the undersigned, and/or any claim or lawsuit arising out of the participation by the minor for whom you are the parent/legal guardian. **You agree to defend and indemnify Giants Ridge from any claim or lawsuit brought by or on behalf of the minor for whom you are the parent/legal guardian.** Furthermore, the undersigned agrees that he/she will release, indemnify, and hold harmless Giants Ridge in a manner consistent with the terms and conditions set forth in this Agreement.

**Chaperone:** The undersigned agrees and acknowledges that he/she has discussed all of the terms of this Agreement with the minor participant’s parent/legal guardian and has received express authority from the parent/legal guardian to (a) review and explain both pages of this Agreement with the minor participant; (b) sign this Agreement on behalf of the parent/legal guardian; (c) and bind the parent/legal guardian to defend and indemnify Giants Ridge from any claim or lawsuit brought by or on behalf of the minor and/or any claim or lawsuit arising out of the minor’s participation. The undersigned also agrees that the minor participant’s parent/legal guardian has expressly agreed to release, indemnify and hold harmless Giants Ridge in a manner consistent with the terms and conditions set forth in this Agreement.

The Chaperone further agrees that if a claim or lawsuit is brought by or on behalf of the minor and/or arising out of the minor’s participation and the parent/legal guardian denies that he/she gave you the express authority and agreements identified in the previous paragraph, you agree to defend and indemnify Giants Ridge in the claim and/or lawsuit and to reimburse Giants Ridge for its legal costs and fees in \_\_\_\_\_ responding to or defending against such claim and/or lawsuit.

**MINOR PARTICIPANT’S PARENT/LEGAL GUARDIAN/CHAPERONE:**

_____	_____	_____
Print First Name	Print Last Name	
_____	_____	_____
Signature	Age	Date