

**BLUE MOUNTAIN RESORT SNOWTUBING
ACKNOWLEDGMENT OF RISKS AND AGREEMENT NOT TO SUE
THIS IS A CONTRACT – READ IT**

AGREEMENT NOT TO SUE

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN SNOWTUBING AND LUGE AT BLUE MOUNTAIN RESORT, I AGREE THAT I WILL NOT SUE THE TUTHILL CORPORATION DBA BLUE MOUNTAIN RESORT, ITS OWNERS AND OPERATORS, AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS “BLUE MOUNTAIN”) AND WILL RELEASE BLUE MOUNTAIN FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE BLUE MOUNTAIN FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF BLUE MOUNTAIN. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS BLUE MOUNTAIN FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF, TO ANY MEMBER OF MY FAMILY OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF BLUE MOUNTAIN.

Notwithstanding the foregoing, if I sue Blue Mountain Resort, I agree that I will only sue it, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Carbon County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Blue Mountain Resort and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

ACKNOWLEDGEMENT OF RISKS

I understand and acknowledge that snowtubing, including the use of lifts, is a dangerous, high risk sport and that there are inherent and other risks associated with the sport and that all of these risks can cause serious and even fatal injuries.

I also acknowledge and understand that I am accepting AS IS the snowtube and any other equipment involved with this activity, including lifts and tows, and further acknowledge and understand that NO WARRANTIES are being extended to me with respect to any aspect of the snowtubing facility. I agree and understand that snowtubing is a purely voluntary recreation activity and that if I am not willing to acknowledge the risks and agree not to sue, I should not participate.

I have read and understood the foregoing **AGREEMENT NOT TO SUE** and **ACKNOWLEDGMENT OF RISKS** and I am voluntarily signing below, intending to be legally bound hereby. If I am signing on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue.

I hereby give permission for Blue Mountain to use any photograph or video of me taken during participation for use in commercial or non-commercial publicity.

I hereby give permission to receive a sms message from Blue Mountain Resort. This message will include the option to discontinue receiving sms messages from the resort.

Name _____ Phone # _____

Address _____ DOB _____

City, State & Zip _____

Signature _____ Date _____

Parent's Signature (If user is a minor) _____