



6800 Cannonsburg Rd NE
 Belmont, MI 49306
 (616) 874-6711

TUBING WAIVER

RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I, _____, Individually and as Parent or Guardian of _____, a minor, (if applicable) am aware that snow tubing is a HAZARDOUS ACTIVITY and that my or the Minor's participation in snow tubing and use of Cannonsburg Ski and Ride Area's snow tubes and tubing park has many RISKS and DANGERS including, but not limited to: boarding, riding, and disembarking lifts; changing weather conditions; collisions with other snow tubers, bystanders, skiers, snowboarders, or with Cannonsburg Ski and Ride Area's employees or agents; collisions with the walls/sides of the Tubing Park or other structures in or near the Tubing Park area and run-out area; slips and falls; variations in terrain, snow and steepness of the runs, trail side drop-offs, ice and icy conditions, moguls, rocks, trees and other forms of natural growth or debris (above and below surface), man-made debris, bare spots, cables, utility lines, lifts, snowmobiles and other vehicles, snowmaking, snow grooming, and other equipment, other natural or man-made obstacles; the chance of falling out or otherwise leaving the snow tube; failure to tube safely or within one's own ability or within designated areas, negligence of other participants or bystanders, and negligence on the part of Cannonsburg Ski and Ride Area, its employees, owners, officers, representatives, directors, shareholders, agents, affiliates and vendors (collectively "Cannonsburg"). I realize that injuries during participation in snow tubing activities are a common and ordinary occurrence and that snow conditions vary constantly in the tubing park because of weather changes and snow tubing use. I am also aware that the RISKS, DANGERS, and HAZARDS referred to above exist throughout the Snow Tubing area and that many are unmarked.

I acknowledge and understand that the snow tube and any other equipment provided and/or used during snow tubing is provided AS IS and acknowledge that NO WARRANTIES are being extended to me or the Minor (if applicable) with respect to any aspect of snow tubing. I understand that the tube used to ride the tubing terrain provides no directional control and no braking or stopping device. I understand that the tube is solely a user controlled device and that I am the sole judge of my ability to negotiate the tubing terrain. I understand that the tube may tip over or may leave the tubing chute and high speeds may be reached. I agree not to act in a manner that might contribute to injuries. I understand that I am solely responsible for reading and understanding all signage and instructions on the premises and in complying with them. I agree to remain alert and act in a careful and prudent manner at all times to safeguard myself and others as much as possible. I understand that injuries are a common and ordinary occurrence of this activity.

In consideration of Cannonsburg accepting me and/or the Minor for participation in snow tubing activities and being permitted to use Cannonsburg's tubing park, lift system, slopes, terrain parks, restaurants, parking and/or other facilities, Individually and as Parent/Guardian of the Minor (if applicable) I EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH MY OR THE MINOR'S PARTICIPATION IN SNOW TUBING INCLUDING BUT NOT LIMITED TO THE POSSIBILITY OF SERIOUS PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE. **(initial here _____)**.

ADULT/PARENT/GUARDIAN: In further consideration of Cannonsburg allowing me and/or the Minor to participate in snow tubing activities and being permitted to use Cannonsburg lifts, slopes, terrain parks, restaurants, parking and/or other facilities, I agree to **Release, Hold Harmless, Indemnify and Defend Cannonsburg**, their owners, agents, employees, directors, officers, shareholders, representatives, affiliates and vendors from and against any and all claims, suits, actions, losses, damages, and allegations including claims or actions brought by the Minor and claims related to or arising from incidents that occurred prior to, on and/or following the date of this release, including but not limited to: allegations of negligence, including the negligence of Cannonsburg, breach of contract, breach of any statutory duty or other duty of care and breach of express or implied warranty. I further agree to **Indemnify, Hold Harmless and Defend** Cannonsburg from any damage, costs or expenses, including actual attorney fees and costs, without limitation, which Cannonsburg may sustain in relation to or arising out of my and/or the Minor's participation in snow tubing and/or other activities available on Cannonsburg, including but not limited to use of the lifts, slopes, terrain parks, restaurants, parking or other facilities. **(initial here _____)**.

I acknowledge the contagious nature of the SARS-CoV-2 virus and voluntarily assume the risk that I might be exposed to the coronavirus by attending Cannonsburg Ski Area and/or participating in any event at Cannonsburg Ski Area and that such exposure might result in illness, disability, and death. I understand that the risk of becoming exposed to the coronavirus at Cannonsburg Ski Area may result from the actions, omissions, or negligence of myself and others.

I consent to and authorize the taking of photographs and/or videos during my and/or the Minor's visits to Cannonsburg. I grant permission to Cannonsburg to use said photographs and/or videos in advertising, displays, web sites, brochures, other forms of electronic media, illustrations or publications without notifying me. I hereby waive any and all rights to privacy in the photographs/videos, the right to approve the finished photographs/videos, and to compensation related to the use of the photographs and or videos.

I authorize Cannonsburg, its agents or employees to render first aid and call for medical and/or dental care, if in their opinion, such care is needed for me or the Minor during my or the Minor's time at Cannonsburg. I agree to pay for all costs and expenses associated with such care and related transportation.

I understand this **Release and Indemnification Agreement** shall be binding upon me, my assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives and administrators and may be pled by Cannonsburg as a complete bar and defense against any and all claims, demands, or causes of action by or my behalf. Any provision of this **Release and Indemnification Agreement** which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect.

I acknowledge that this activity is taking place in the State of Michigan and I further agree that only the laws of the State of Michigan shall apply in the construction or application of this Agreement. Should any term or provision be found invalid or unenforceable, the remaining terms and provisions shall remain in full force.

I HAVE CAREFULLY READ THE FOREGOING RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION.

I UNDERSTAND ITS CONTENTS AND THAT IT IS BINDING DURING THE ENTIRE 2021/22 SKI SEASON.

I HAVE THE AUTHORITY TO ENTER INTO IT ON BEHALF OF THE MINOR (IF APPLICABLE).

I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Name of Participant: _____ Date: _____

Signature of Participant (if over 18 yrs old): _____

Signature of Parent/ Legal Guardian (if Participant under 18 yrs old): _____

Emergency Contact Name and Phone No.: _____

Email Address: _____