



SNOW TUBING RELEASE

I accept responsibility of the care of the snow tube while in my use. I understand the inherent risk and the potential for injury involved in snow tubing and snow-related activities. Risks may include, but are not limited to, changes in snow conditions, variations in steepness, terrain, obstacles both natural and manmade, and collisions with other tubers. I am aware that snow conditions change constantly, and that snowmaking and grooming are part of normal operating procedures. I understand that due to the inherent risk of snow tubing and despite the best efforts of SnowDay LLC serious or fatal injury may occur. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

By signing this agreement, I voluntarily release, forever discharge, indemnify and hold harmless SnowDay LLC from any and all claims, demands, or causes of action for any loss or damages arising out of the aforementioned injuries resulting from snow tubing and snow related activities which are in any way connected with my participation in this activity or my use of SnowDay LLC's equipment or facilities, including any such claims which allege negligent acts or omissions. I further promise to bind myself, my heirs, administrators and executors to repay SnowDay LLC any sum of money they may hereafter be compelled to be paid because of future claims by my minor child. Should SnowDay LLC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

I understand that snow tubing is included in the Tennessee Ski Area Liability Act as an assumed risk activity. Notwithstanding the above, if I elect to file a lawsuit against SnowDay LLC, whether on my own behalf or on behalf of a family member, I agree that I will only do so in the State or Federal Court of Tennessee. I further acknowledge and understand that this agreement shall be governed solely by the laws of the State of Tennessee. I agree that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SnowDay LLC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I understand it, and I agree to be bound by its terms.

Please Print Clearly

Signature of Participant: _____ Date: _____

Print Name: _____ Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Parent's or Guardian's Additional Indemnification (Must be completed for participants under the age of 18)

In consideration of _____ (**Minor's name**) being permitted by Pigeon Forge Snow to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Pigeon Forge Snow from any and all claims which are brought by or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: _____

Print Name: _____ Date: _____

******Must be turned in at Pigeon Forge Snow prior to receiving a wristband.******