



## SNOW TUBING RELEASE OF LIABILITY

**I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASEING LEGAL RIGHTS BY SIGNING IT.** The issuance of the Snow Tubing admission ticket is subject to the following terms and conditions.

I am aware that the sport of snow tubing involves **numerous risks of injury or death**, including but not limited to, injury due to loss of control; falls; the failure of tubers to tube within their own abilities; use of lifts; collisions with or falls resulting from rocks, lift towers, fences, snowmaking equipment, snow vehicles, signs, other tubers and other manmade or natural obstacles. I understand that I may encounter obstacles that are inherent in the sport, including but not limited to, bare spots, variations in snow, ice and terrain including bumps, moguls, terrain features and debris, rocks and other slop hazards or obstacles whether they are marked or unmarked, manmade or natural, or a result of slope design or modifications. I understand and agree that Beach Mountain shall have no duty to warn me of or to remedy any natural or manmade risks, dangers, or hazards. **I agree that, as a tuber, I have responsibilities to myself and to others to tube safely and in control.** I also understand and agree that it is important to my safety to pay attention while loading, riding and unloading lifts, and I agree that I will not attempt to load, ride or unload a lift unless familiar with the proper way to do so. I understand that I am voluntarily choosing to participate in the sport of snow tubing at Beach Mountain with knowledge of the aforesaid risks of injury or death involved and hereby expressly agree to accept and assume all such risks of injury or death associated with the sport of snow tubing.

As lawful consideration for being permitted by Beach Mountain to participate in the sport of snow tubing, **I hereby release from any and all legal liability and agree not to sue or make a claim against, and to indemnify, defend and hold harmless Beach Mountain**, and all of its owners, officers, members, agents and employees, its lessors and lessees for any and all claims for damage, injuries, death to myself or any person or property, including all defence costs, attorney's fees, and other expenses of any type, without limitations, caused by or resulting from my participation in the sport of snow tubing or other alpine activities while on the premises, whether such costs, damage, injury or death was caused by their negligence or from any other cause. I further release and give up and an all claims and rights that I may now have against Beach Mountain. This released all claims, including those of which I am not aware and those not mentioned in this release. This release applies to claims resulting from anything which has happened up to now.

I agree that if any portion of this agreement is determined to be unenforceable by a court of law, all other parts of the agreement shall remain in full force and effect. I further agree that any claim I may bring against Beach Mountain shall be filed in the Circuit or Superior Court of Warren County, Ohio, the State of Ohio, and I further agree that only the laws of the State of Ohio shall apply in the construction or application of this agreement.

I understand that all poles and/or flags, signage, and covers on equipment or objects or other forms of marking devices are used by the resort to inform me of the presence or location of a potential obstacle or hazard. These markers are no guarantee of my safety and will not protect me from injury.

I understand and agree that any number of conditions natural or otherwise, may prevent Beach Mountain from offering full use of equipment and facilities. Beach Mountain does not warrant or guarantee that all of its lifts, terrain or other facilities will be open or available to the public. No refunds, partial or complete, will be provided if any lifts, terrain or other facilities, which I may desire to use, are not open or available.

I have carefully read this agreement and fully understand its contents and the terms of the purchased admission ticket. I am aware that I am releasing certain legal rights that I otherwise may have and I enter into this legal contract of my own free will. This contract shall be legally binding upon me, my heirs, my estate, assigns, legal guardians and my personal representatives, and in the event that I am signing on behalf of any minor, that I have full authority to do so, realizing its binding effect on them as well as myself. I agree to indemnify, defend and hold harmless, Beach Mountain and all of its owners, officers, members, agents and employees, its lessors and lessees for any claim, suit, loss or expenses, including actual attorney fees and costs, without limitations, which arises out of the participation or presence at Beach Mountain of minor on whose behalf I am signing. I agree that any use of an admission ticket confirms absolutely my agreement to be bound by all these terms and others posted, whether I obtained the admission ticket myself or it was provided to me by someone else. This ticket is non-transferrable and will not be replaced if lost or stolen. Beach Mountain managements retains the right to revoke tickets without refund if holder commits an act on premises that endangers the safety of his/herself or other persons. **I agree to assume all risk of personal injury or loss of damage to any of my property.**

NAME (Please use separate form if last name differs)	SIGNATURE (Under 18- parent/guardian signature)	BIRTHDATE
EMAIL	ZIP	DATE