

2017-2018 Cooper Spur Ski Area

INNER **TUBING** LIABILITY RELEASE AND INDEMNITY AGREEMENT

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

The below named participant ("Participant") understands that inner tubing and other snow sliding sports ("Tubing") can be hazardous and that injuries are common. Participant accepts and assumes the risks associated with Tubing, including, but not limited to, weather, variations, and steepness in terrain, snow/ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, avalanches, snow immersion rocks, stumps, the use of lifts, collisions with natural or man-made objects or other persons, terrain features, grooming and snowmobile equipment, lift towers and other structures and their components, falling, loss of control, selection of terrain, and exceeding one's ability. Participant is the sole judge of his/her ability to negotiate any terrain or perform any maneuver, whether or not directed by anyone else. Participant hereby expressly assumes all risk of injury and death associated with Tubing.

In consideration for the use of any area facilities, services, Tubing equipment, and premises, Participant hereby agrees to release and indemnify Cooper Spur Ski Area and Mt. Hood Meadows Oreg., LLC and their owners, partners, employees, directors, officers, agents, and affiliated companies ("Cooper Spur") from all claims by or on behalf of Participant against Cooper Spur arising directly or indirectly out of Participant's use of Cooper Spur's Tubing facilities and equipment and/or the area facilities, services, equipment, or premises. This release only includes claims arising from ordinary negligence on the part of Cooper Spur. Participant also agrees to indemnify (including costs and attorney fees) Cooper Spur for any claim brought on behalf of any minor named below.

Participant accepts for use, as is, any rental Tubing equipment supplied by Cooper Spur and accepts full responsibility for its care while in his/her possession. Participant hereby agrees to pay for all loss or damage to any such rental equipment, except reasonable wear and tear.

Participant acknowledges that he/she has read this entire agreement and understands its contents.

PRINT NAME OF PARTICIPANT: _____ AGE (If minor): _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ EMAIL: _____

SIGNATURE OF PARTICIPANT (If not a minor): _____ **DATE:** _____

Complete this section if more than one minor in party; parent or guardian signing must be legal guardian of all listed minors.

NAME OF PARTICIPANT: _____ AGE (If minor): _____

SIGNATURE OF PARTICIPANT (If not a minor): _____ **DATE:** _____

NAME OF PARTICIPANT: _____ AGE (If minor): _____

SIGNATURE OF PARTICIPANT (If not a minor): _____ **DATE:** _____

NAME OF PARTICIPANT: _____ AGE (If minor): _____

SIGNATURE OF PARTICIPANT (If not a minor): _____ **DATE:** _____

NAME OF PARTICIPANT: _____ AGE (If minor): _____

SIGNATURE OF PARTICIPANT (If not a minor): _____ **DATE:** _____

NAME OF PARTICIPANT: _____ AGE (If minor): _____

SIGNATURE OF PARTICIPANT (If not a minor): _____ **DATE:** _____

NAME OF PARENT/GUARDIAN (If participant is a minor): _____

SIGNATURE OF PARENT/GUARDIAN: _____ **DATE:** _____