



## 2023 - 2024 Snow Tubing Pass Agreement Assumption of Risk, Release of Liability, and Indemnification

### PLEASE READ CAREFULLY BEFORE SIGNING This Agreement Affects Your Legal Rights

In consideration for purchasing a Snow Tubing Pass and as a condition of being permitted to use Buck Hill Inc.'s premises and facilities, including for Snow Tubing, the individual(s) named below (referred to as "I" or "me") agree to all of the terms and conditions set forth in this Agreement.

1) **EXPRESS ASSUMPTION OF RISK:** I UNDERSTAND AND ACCEPT THAT SNOW TUBING IS DANGEROUS and involves certain risks that cannot be eliminated regardless of the care taken to avoid injuries. The inherent risks associated with Snow Tubing include, but are not limited to: traveling at high speeds with no braking system and little directional control; falling or being ejected from a snow tube; tubing off of the course; collisions with other persons or tubes; collisions with natural and man-made objects, whether padded or unpadded (including, without limitation, snow banks, ice chunks, holes, netting, fences, posts, padded and non-padded barriers, light poles, snowmaking equipment, signs, buildings, and paved, wooden, gravel and dirt roads and walkways); collisions with over-snow vehicles (including, without limitation, groomers, snowmobiles, and utility or all-terrain vehicles); encountering ice, bare spots, ungroomed snow, and debris; changes and variation in terrain and slope; changes and variation in weather, snow, surface, and lighting conditions; slips and falls on ice and snow; errors in loading, riding, or unloading a conveyor or cable lift (including, without limitation becoming entangled with equipment or falling on or from the conveyor or cable lift); and possible equipment failure and/or malfunction, including conveyor or cable lift equipment and my own or rented or borrowed equipment. I **ACKNOWLEDGE AND ACCEPT** that Buck Hill, Inc. has no duty to protect me from the above risks or any other risks inherent to Snow Tubing. I **UNDERSTAND AND ACCEPT** that such risks may cause **SERIOUS INJURY** including **PERMANENT DISABILITY, OR DEATH**, and **EXPRESSLY AND VOLUNTARILY ASSUME** all such risks, accepting for myself **FULL RESPONSIBILITY** for any loss or damage I may sustain.

2) **RELEASE OF LIABILITY:** I **AGREE TO RELEASE** Buck Hill Inc., including its owners, officers, directors, managers, employees, agents, volunteers, successors, and assigns (the "Releasees"), **FROM LIABILITY FOR RELEASEES' OWN NEGLIGENCE**. I understand that this means I am waiving my right to sue Releasees for any personal injury, disability, death, or property damage I may sustain in relation to my use of Buck Hill Inc.'s premises and facilities or my participation in the Activities caused by Releasees' own negligent acts or omissions. I agree that this release applies to and is binding on any minor for whom I sign. I further agree to pay all costs and expenses, including attorneys' fees, incurred by Releasees in connection with any claim brought by or on behalf of me or any minor for whom I sign, in violation of this release of liability.

3) **INDEMNIFICATION:** I **AGREE TO INDEMNIFY AND HOLD THE RELEASEES HARMLESS** from liability for claims for personal injury, disability, death, or property damage arising out of my own negligence or the negligence of any minor for whom I sign, even if such claim also arises from or is alleged to arise from Releasees' own negligence. This includes paying all judgments, interests, costs and expenses, including attorneys' fees, incurred by Releasees in connection with any claim arising out of my own negligence or the negligence of any minor for whom I sign, even if such claim also arises or is alleged to arise from Releasees' own negligence.

4) **MY RESPONSIBILITIES:** I **AGREE** it is my sole responsibility to view the snow tubing area **BEFORE** I participate and to not participate if the snow tubing area or adjacent areas or conditions are not to my satisfaction. I **FURTHER AGREE** to abide by all signage and instructions provided by Buck Hill Inc. personnel.

5) **MISCELLANEOUS PROVISIONS:** If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable, all other parts will be given full force and affect. All matters arising out of or relating to this Agreement or my participation in Snow Tubing will be governed by the laws of the State of Minnesota, and exclusive jurisdiction thereof will be in the district court residing in and for Dakota County, Minnesota.

#### PARTICIPANT ACKNOWLEDGMENT AND SIGNATURE

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING MY RIGHT TO SUE THE RELEASEES FOR THEIR OWN NEGLIGENCE. I VOLUNTARILY SIGN WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Participant Name (Print):

Signature:

Date:

#### FOR PARTICIPANTS UNDER THE AGE OF 18 PARENT/ AUTHORIZED ADULT ACKNOWLEDGMENT AND SIGNATURE

I AM THE PARENT OF THE MINOR NAMED ABOVE, OR AM AUTHORIZED TO SIGN ON BEHALF OF THE MINOR. I DESIRE FOR THE MINOR NAMED ABOVE TO PARTICIPATE IN THE ACTIVITIES AND BELIEVE IT IS IN HIS/HER/THEIR BEST INTEREST TO DO SO. I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. BY SIGNING BELOW, I GIVE THE MINOR NAMED ABOVE PERMISSION TO PARTICIPATE IN THE ACTIVITIES WITH THE UNDERSTANDING AND INTENTION THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE BINDING ON ME AND THE MINOR ON WHOSE BEHALF I AM SIGNING, INCLUDING THE EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY FOR RELEASEES' OWN NEGLIGENCE, AND INDEMNITY AGREEMENTS.

Parent/Authorized Adult Name (Print):

Signature:

Date: