

# **NEW HERMON MOUNTAIN TUBING PARK**

## **WARNING, ASSUMPTION OF RISK, HOLD HARMLESS, INDEMNIFICATION AND RELEASE OF LIABILITY AGREEMENT. PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I, the undersigned, desire to participate (or to have my minor child or child for whom I am legally responsible in this matter participate) in tubing at New Hermon Mountain, and agree and understand that the recreational sport of tubing, and the use of the lift associated with tubing, may be hazardous to the participant, regardless of all feasible safety measures that may be taken, and in consideration of my participation in the sport of tubing, I accept, as a matter of law, all risks inherent in the sport.

I accept for the use, as is, the tubing equipment provided to me and accept full responsibility for its care while in my possession. I agree to hold harmless, release, defend and indemnify New Hermon Mountain and its owners, representatives, affiliates, officers, directors, servants, lessors, agents and employees, successors and assigns for any and all damage I may sustain or cause to person or property while engaged in snow tube-related activities. This includes, but is not limited to, any and all claims for personal injury, death, and/or property damage, in law or equity, that may arise, directly or indirectly, from my participation in the tubing facility operated by New Hermon Mountain, regardless of whether such loss or damage may be caused to myself or to others.

I hereby release New Hermon Mountain from any and all liability to me or my property resulting from their own acts or negligence, including but not limited to actions relating to the design, construction, installation, operation, adjustment, or maintenance of the lift, tubes, slope or other tubing related facilities or equipment. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury or death as the use of this equipment and facility.

I understand and am aware that snow tubing is a HAZARDOUS ACTIVITY. I understand that snow tubing and the use of snow tubes involves a risk of injury to any and all parts of my body. I hereby freely and expressly assume and accept responsibility for any and all risks of injury or death while participating in this activity. I understand and am aware that the snow tube furnished to me could be HAZARDOUS to my well being while snow tubing.

The undersigned further authorizes anyone working at New Hermon Mountain to call for medical care for me and to call for transportation to the appropriate clinic or hospital if, in the opinion of anyone working at New Hermon Mountain, medical attention is needed. I the undersigned agrees that upon calling for such medical care New Hermon Mountain shall not be assuming any responsibility for the injuries incurred or for the provision of medical care. I authorize the attending physician or emergency personnel to administer any necessary medical attention deemed appropriate by them. I agree to pay all medical costs associated with such medical care and related transportation and agree to indemnify and hold harmless New Hermon Mountain of any liability, cost, expense, or damage caused therein.

I CONTRACTUALLY AGREE that ALL DISPUTES between myself and New Hermon Mountain arising from my use of the tubing equipment and engaging in the tubing activity, INCLUDING ANY CLAIMS FOR PERSONAL INJURY AND/OR DEATH, WILL BE GOVERNED BY THE LAWS OF THE STATE OF MAINE and exclusive jurisdiction thereof will be in the state court residing in Penobscot County, Maine or the federal courts of the State of Maine.

IN THE EVENT ANY SECTION OF THIS RELEASE IS FOUND TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL REMAIN FULLY ENFORCEABLE. THIS RELEASE SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW.

This release shall be binding upon my assignees, heirs, next-of-kin, executors, personal representatives, subrogors, and administrators and may be pled by New Hermon Mountain as a complete bar and defense against any and all claims, demands, actions or causes of action by or on behalf of myself.

I agree that there have been no warranties, expressed or implied, which have been made to me beyond the information written on this form. I, the undersigned, acknowledge that I have read this Warning; Assumption of Risk, Hold Harmless, Indemnification, and Release of Liability agreement and I understand its content. I understand that my signature below expressly waives any rights I may have to use New Hermon Mountain or its owners, lessors, agents and employees for injuries and damages.

I represent and warrant that the participant is in good health and has no physical conditions that would prevent the participant from safely participating in the tubing activity.

**BY SIGNING THIS DOCUMENT I ACKNOWLEDGE AND AGREE TO THE FOREGOING FOR MYSELF INDIVIDUALLY OR FOR THE PARTICIPANT IF THE PARTICIPANT IS A MINOR, AS HIS/HER PARENT OR GUARDIAN.**

Participant: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_

Relationship: Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Adult Participant or Parent/Guardian if participant is a minor)

Print Name of Signer if Parent/Guardian: \_\_\_\_\_