



MOUNTAIN HIGH RESORT: FULL RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT FOR TUBING

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

I understand and **EXPRESSLY AGREE** to the fact that **TUBING** and related activities are **EXTREMELY HAZARDOUS activities** including, without limitation, the risks of **PERSONAL INJURY AND/OR DEATH** or property damage which could occur from participating in these activities and the risks of loading, riding and unloading the lift, uneven terrain, collisions with natural, man-made and other objects or persons, and all of the other risks that are included in participation in outdoor activities in a mountain environment. I realize that the tube provided to me/us used to ride the tubing terrain provides; **NO DIRECTIONAL CONTROL** and/or **NO BRAKING OR STOPPING DEVICE**. I understand that such an activity includes **HAZARDS AND RISKS**, that the tube is solely a user controlled device, that the **TUBE MAY TIP OVER OR MAY LEAVE THE TUBING LANE**, that **HIGH SPEEDS** may be reached, that injuries do occur and that, by my signature below, I **VOLUNTARILY ASSUME ALL RISKS** of any **INJURY OR DEATH RESULTING FROM MY PARTICIPATION IN THIS ACTIVITY AND AGREE TO FOLLOW ALL POSTED AND VERBAL INSTRUCTIONS**. I also agree to remain alert and to act in a careful and prudent manner at all times to safeguard myself and others as much as possible.

I understand and agree that **INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF THIS ACTIVITY**. I have made a **VOLUNTARY CHOICE** to participate in **TUBING** and related activities myself or allow my child(ren) to do so despite the risks the risks that present themselves. In consideration of **MOUNTAIN HIGH RESORT** making **TUBING** and related activities available to me and/or my child(ren), I **EXPRESSLY AGREE** that I freely accept and voluntarily assume **ALL RISKS OF PERSONAL INJURY OR DEATH** or property damage for myself and my child(ren) and **FULLY RELEASE MOUNTAIN HIGH RESORT ASSOCIATES LLC.**, and its agents, employees, directors, officers, and volunteers **FROM ANY AND ALL LIABILITY** for personal injury, death or property damage which results **IN ANY WAY** from my or my child(ren)'s participation in this **ACTIVITY**, including any caused by **NEGLIGENCE**, condition on or about the premises and facilities or the operations of the ski area including, but not limited to, grooming, snow making, lift operations while loading or unloading, other tubers or skiers or any other activities related to **TUBING** and **ACCEPT MYSELF THE FULL RESPONSIBILITY FOR ANY AND ALL** such damages or injury of any kind which may result **TO ME OR MY CHILD(REN)**.

In addition, the undersigned parent/guardian signing below represents to **MOUNTAIN HIGH RESORT** that they have the authority to enter into this contract on behalf of said **MINOR(S)** and on behalf of any other parent or guardian of said **MINOR(S)** and **AGREES TO DEFEND AND INDEMNIFY** and hold harmless **MOUNTAIN HIGH RESORT** from any and all claims arising from this contract brought on behalf of said minor(s) or any other parent/guardian thereof, even if caused by **NEGLIGENCE** and even after the minor(s) has attained majority, or from third parties injured by the minor(s), and hold **MOUNTAIN HIGH RESORT**, its representatives, agents, affiliates, officers, directors, servants and employees harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property.

I, the undersigned, **HAVE READ AND UNDERSTAND**, the terms of the above Full Release from Liability and Indemnity Agreement and I am signing it freely and of my own accord, realizing **IT IS BINDING** upon me, my heirs, assigns and in the event I am signing it on behalf of **ANY MINORS**, that I have **FULL AUTHORITY TO DO SO REALIZING ITS BINDING EFFECT ON THEM** as well as me.

In exchange for, and in consideration of **MOUNTAIN HIGH RESORT** making the resort area available to me and my child(ren) for participation in the **ACTIVITY of TUBING** in its various forms, I **CONTRACTUALLY AGREE** that any and all disputes between myself and **MOUNTAIN HIGH RESORT** arising from riding the lift and/or participating in **TUBING** and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF CALIFORNIA**, North District, Palmdale/Lancaster, in Los Angeles County.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW I AM RELEASING MY LEGAL RIGHTS AS WELL AS THOSE OF ANY MINOR FOR WHOM I AM SIGNING.

SIGNATURE OF PARTICIPANT
or Parent or Guardian of Participants if under 18 years of age

Date

PRINTED NAME(S) OF PARTICIPANTS - please print clearly

Date(s) or Season