

# WAIVER AND RELEASE

IN CONSIDERATION of being permitted to tube, ride the rope tows, and generally participate in tubing and tubing-related activities at FRASER SNOW TUBING operated by FRASER TUBING HILL, INC. ("FTH"), and/or being permitted to enter for any purpose any of the related facilities, and use such facilities or equipment, including the tubing hill, tubes, tow ropes, warming hut and parking area (all of which is hereinafter referred to as the "Facilities"), the undersigned Tuber, for himself/herself, his/her personal representatives, heirs, assigns and next of kin hereby understands, acknowledges and agrees:

1. That tubing, including use of the Facilities, involves inherent dangers and risk of bodily injury, including but not limited to permanent disability, paralysis, and possibly death. The inherent dangers and risk may be the result of: changing weather conditions; existing and changing snow conditions; bare spots, rocks, stumps, and trees on the tubing hill; collisions with natural objects, man-made objects or other tubers; variations in the terrain; the failure of other tubers to tube within their own abilities; failure of the rope tow; sudden and unexpected detachment from the rope tow; and negligent procedures or operations.

2. That he/she assumes the risk of any damage to his/her property and/or injury to his/her person resulting from any of the inherent dangers and risks of tubing, and may not recover from FTH, its officers, agents, employees or representatives (hereinafter collectively referred to as the "Releasees") for any damage or injury resulting from any of the inherent risks and dangers of tubing.

The undersigned Tuber, on behalf of himself/herself, his/her personal representatives, heirs, assigns, and next of kin, represents that he/she and any minor children accompanying Tuber each have the requisite experience, capacity, skill and training to safely utilize the Facilities.

TUBER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE RELEASEES, AND DOES HEREBY RELEASE THE RELEASEES FROM ALL LIABILITY TO THE UNDERSIGNED TUBER, HIS/HER PERSONAL REPRESENTATIVES, HEIRS, ASSIGNS AND NEXT OF KIN, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTANT DEATH ARISING OUT OF OR RELATED TO TUBING AND USE OF THE FACILITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

\_\_\_\_\_  
Initials

TUBER HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO TUBING WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

\_\_\_\_\_  
Initials

Tuber covenants and agrees to defend, indemnify and hold Releasees harmless from any and all claims, demands, actions, causes of action, suits or complaints that may be brought by any person or entity against Releasees for injury, damage or loss arising out of any damage Tuber sustained as a result of engaging intubing activities and use of the Facilities.

Tuber hereby agrees that this Waiver and Release extends to all acts of negligence by the Releasees, including negligent rescue operations, and is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado.

I HAVE READ THIS WAIVER AND RELEASE AND I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

THIS WAIVER AND RELEASE is entered into between FRASER TUBING HILL, INC. and

\_\_\_\_\_  
PRINT NAME CLEARLY ("Tuber")

\_\_\_\_\_  
Signature of Tuber (or parent or lawful guardian of minor tuber under the age of 18 years)

I further acknowledge that I have watched the FRASER SNOW TUBING training and safety video in its entirety and am aware of the instructions and warnings contained in the video.

\_\_\_\_\_  
Initials