

**WAIVER AND RELEASE
FOR
USE OF FRASER SNOW TUBING**

IN CONSIDERATION of being permitted to tube and ride the two rope tows, and generally participate in tubing at FRASER SNOW TUBING ("FST") or being permitted to enter for any purpose FST'S facilities, and use FST's facilities or equipment, including the tubing hill, tubes, tow rope, warming hut, THE UNDERSIGNED TUBER, for himself, his personal representatives, assigns, heirs, and next of kin:

1. Acknowledges and understands that tubing, including riding the rope tows, 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. Acknowledges, agrees, and represents that he/she assumes the risk of any injury to his or her person or property resulting from any of the inherent dangers and risks of tubing, and may not recover from FST, its employees, agents or representatives for any injury resulting from any of the inherent risks and dangers of tubing.

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

4. TUBER, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE FST, its employees, agents or representatives, collectively referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED TUBER, his/her personal representatives, assignees, heirs, 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 FST'S FACILITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Initials

5. 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.

6. TUBER covenants and agrees to defend, indemnify and hold harmless FST from any and all claims, demands, actions, causes of action, suits or complaint that may be brought by any person, persons, firm, corporation, or other entity against FST, their respective member(s), managers, directors, insurers, representatives, agents, assigns and successors for injury, damage or loss arising out of any damage Tuber sustained as a result of Tubing.

7. Tuber HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Agreement 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 law of the State of Colorado.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, 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.

Initials

THIS WAIVER AND RELEASE ("Waiver") dated this ____ day of _____, 20____, is entered into between Fraser Snow Tubing ("FST") and _____ ("Tuber").

PRINT NAME CLEARLY

Tuber Signature

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

Initials