

Snow Tubing Release of Liability and Indemnity Agreement

Please read carefully, this is a Release of Liability & Waiver of Legal Rights

1. I acknowledge that there are **EXTREME DANGERS** associated with participation in the sport of tubing. I am fully aware of the possible risks and dangers inherent in participating in the sport of tubing, including, but not limited to, the fact that I will be traveling at high speed **WITH NO BRAKING SYSTEM and have LITTLE DIRECTIONAL CONTROL**. I understand that **Mount Kato LLC** does not make any guarantees or representations as to the safety of tubing. I fully understand that violent collisions are a high probability, that any snow bank, netting, fencing or other devices erected by **Mount Kato LLC** are designed as visual aids, and not to protect spectators and are not designed to protect tubers and that it is possible that I might leave the course, collide with other persons or structures on the course, or lose control of my tube and fall on the course. I also understand that I will be required to walk my tube up a hill and / or to use a moving conveyor and there is a high possibility of slipping and falling. I understand that I must use extreme caution and control myself at all times and anticipate the unexpected and that **I UNDERSTAND AND ACCEPT THE RISKS AND HAZARDS OF THE TUBING ACTIVITIES AND I AM SOLELY RESPONSIBLE FOR MY OWN SAFETY**. I agree it is my sole responsibility to view the tubing area **BEFORE** I participate and to not participate if the tubing area or adjacent areas or conditions are not to my satisfaction. I acknowledge that tubing and related activities are **EXTREMELY HAZARDOUS** activities and that I have made a voluntary choice to participate in those activities despite the **EXTREME** risks and dangers that they present. In consideration of my being permitted to participate in the sport of tubing, I expressly agree to **ASSUME ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH** which might be associated with or result from my participation in Tubing.
2. **I HEREBY RELEASE Mount Kato LLC and its agents, employees, directors, officers and shareholders (collectively referred to as "Mount Kato LLC") FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE WHICH RESULTS IN ANY WAY FROM NEGLIGENCE, CONDITIONS ON OR ABOUT THE PREMISES AND FACILITIES, THE OPERATIONS, ACTIONS OR OMISSIONS OF EMPLOYEES OR AGENTS OF THE AREA, OR MY PARTICIPATION IN TUBING OR OTHER ACTIVITIES AT THE AREA, ACCEPTING MYSELF THE FULL RESPONSIBILITY FOR ANY AND ALL SUCH DAMAGE OR INJURY OF ANY KIND WHICH MAY RESULT.**
3. To the extent I am signing on behalf of a **minor**, I **hereby release Mount Kato LLC from any and all liability for personal injury or property damage** sustained by the minor which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or the minor's participation in tubing or other activities at the area, accepting myself the full responsibility for any and all such damage of injury of any kind which may result.
4. I further agree to **defend, indemnify and hold harmless Mount Kato LLC from any and all claims, demands, losses, damages and liabilities**, contribution or otherwise with respect to personal injury or property damage arising from my or a **minor** on whose behalf I signed, participation in tubing or other activities at Mount Kato LLC.
5. In accordance with Minnesota law, nothing in this Release of Liability should be construed as releasing, discharging or waiving any claims I may have for conduct that constitutes greater than ordinary negligence on the part of Mount Kato LLC.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Signature

Printed Name

Date

Parent/Guardian: If the season passholder is a minor, I verify that I have the authority to enter into this agreement on behalf of the minor and I agree to be bound by all terms and conditions of this agreement.

Parent/Guardian's Signature

Parent/Guardian's Printed Name

Date