

GORGOZA PARK SNOWTUBING

Acknowledgement of Risks

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS AN ACKNOWLEDGEMENT OF RISK AND WAIVER OF CERTAIN LEGAL RIGHTS.

I understand and **EXPRESSLY AGREE** that **TUBING**, riding **MINI SNOWMOBILES** and related activities (hereinafter "activities") are **EXTREMELY HAZARDOUS** including, without limitation, the risks of **PERSONAL INJURY AND/OR DEATH** or property damage which could occur from 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 used to ride the tubing terrain provides **NO DIRECTIONAL CONTROL** and **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 CHUTE**, 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**. The activities are allowed only in designated areas and the equipment shall not be removed from those areas. I also agree to remain alert and act in a careful and prudent manner at all times to safeguard myself, minors (if any) in my custody 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 these activities myself or allow my child(ren) or minors in my custody to do so despite the risks they present. In consideration of **GORGOZA PARK** making these activities available to me and/or my child(ren) or minors in my custody, I **EXPRESSLY AGREE** that I freely accept and voluntarily assume **ALL RISKS OF PERSONAL INJURY OR DEATH** or property damage for myself and child(ren) or minors in my custody and **FULLY RELEASE GORGOZA PARK, PARLEYS RECREATION PARTNERS**, its owners, 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 or minors in my custody participation in this **ACTIVITY**, including any caused by **NEGLIGENCE**, a condition on or about the premises and facilities or the operations of the area including, but not limited to, grooming, snow making, lift operations while loading or unloading, other tubers or skiers or any other activities. **I ACCEPT THE FULL RESPONSIBILITY FOR ANY AND ALL** such damages or injury of any kind which may result **TO ME OR MY CHILD(REN) OR MINORS IN MY CUSTODY**. In addition, by signing below, I represent to **GORGOZA PARK** that I 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)**.

I, the undersigned, **HAVE READ AND UNDERSTAND**, the terms of this Acknowledgement of Risks 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 **GORGOZA PARK** making these activities available to me and my child(ren) and/or minors in my custody for participation in the **ACTIVITY(IES)** in the various forms, **I CONTRACTUALLY AGREE** that any and all disputes between myself, my child(ren) and/or minors in my custody and **GORGOZA PARK** arising from riding the lift and/or participating in these activities and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF UTAH** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF UTAH**.

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 _____

ADDRESS

CITY, STATE, ZIP