USE AGREEMENT AND RELEASE OF LIABILITY

I accept for use as is a snow tube for use in **TUBE WORLD's** snowtubing park and take full responsibility for its care while it is in my possession. I agree to return the snow tube to **TUBE WORLD** upon the expiration of my snowtubing ticket in the condition as received other than reasonable wear resulting from its use. I understand that **SKI BOOTS ARE NOT PERMITTED**.

I understand that there are inherent and other risks of injury in the sport of snowtubing for which this equipment will be used. These risks include, but are not limited to: • variations in the steepness and configuration of the chutes and runout area, variations in the surface; • fences and/or barriers at or along portions of the area, the absence of such fences and/or barriers and the inability of fences and/or barriers to prevent or reduce injury; • changes in the speed at which snowtubes travel depending on surface conditions, the weight of snowtubers and the inter-linking of snowtubes together to go down the snowtube runs; • the chance that a patron can fall out, be thrown out or otherwise leave the snowtube; • the chance that a snowtube can go from one run into another run regardless of whether or not there is barrier between runs, and the chance that a snowtube can go up and over the runout hill; • the chance that a snowtube can go up the runout hill and then slide back into the general runout area; • collisions in the runout area and other locations of the snowtubing facility, with such collisions happening between snowtubes, between snowtubes, between snowtube and other patrons, between snowtube and snowtubing facility attendant, between snowtubing patrons who may or may not be in or on a snowtube at the time of the collision and other sorts of collisions; • collisions with fixed objects, obstacles or structure located with or outside the snowtubing facility.

I further understand that these risks include the risk of personal injury, that snowtubing is a DANGEROUS risk sport and that injuries can be serious and even fatal. **I HEREBY ACKNOWLEDGE, ACCEPT, AND ASSUME ALL RISKS OF INJURY TO ANY PARTS OF THIS USER'S BODY THAT CAN AND DO EXIST IN THE SPORT OF SNOWTUBING.**

I agree that all disputes arising under this contract and/or from any use of the snow tube shall be litigated exclusively in the Waynesville, North Carolina Court, Haywood County, or in the United States District Court for Western District, Asheville, North Carolina Division.

I HEREBY FOREVER RELEASE, HOLD HARMLESS AND INDEMNIFY TUBE WORLD, AND/OR ANY EMPLOYEES THEREOF AS WELL AS THE MANUFACTURERS AND DISTRIBUTORS OF THIS EQUIPMENT FROM ANY LIABILITY OR DAMAGE AND INJURY TO MYSELF OR TO ANY PERSON OR PROPERTY ALLEGEDLY RESULTING FROM THE USE OF THIS EQUIPMENT, ACCEPTING MYSELF THE FULL RESPONSIBILITY OF ANY AND ALL SUCH DAMAGE OR INJURY. I AGREE THAT I WILL NOT SUE TUBE WORLD OR ITS AGENTS OR EMPLOYEES (EITHER ON MY OWN BEHALF OR ON BEHALF OF MY SPOUSE, CHILD OR WARD) FOR INJURIES OR DAMAGES RELATING TO SNOWTUBING AND/OR THE USE OF THIS EQUIPMENT.

This document constitutes the final and entire agreement between **TUBE WORLD** and the undersigned with respect to my use of this equipment. **TUBE WORLD** provides no WARRANTIES, express or implied, and this equipment is accepted "as is".

I have carefully read this agreement and release of liability and fully understand its contents. I am aware that this is a release of liability and a contract between myself and **TUBE WORLD** and I sign it of my own free will.

PLEASE PRINT: USER'S NAME

FIRST M.I. LAST

ADDRESS

CITY STATE ZIP

USER'S SIGNATURE DATE

PARENT'S SIGNATURE (IF USER IS A MINOR) DATE

Cataloochee

Cataloochee Ski Area **Maggie Valley, NC**

1080 Ski Lodge Road, Maggie Valley, NC 28751

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