



SNOW TUBE COURSE Registration, Release & Waiver Form

Wrist Band #: _____ Tube #: _____ Returned: YES NO

Name: _____ Cell Phone #: _____

Address: _____

I hereby forever RELEASE, HOLD HARMLESS AND INDEMNIFY Southern Gap Outdoor Adventure LLC and any of their officers, directors, managers, members, owners, investors, affiliates, agents or employees (together with Southern Gap Outdoor Adventure, collectively, the "Released Parties") of and from any liability or damage or injury to myself or to any person or property allegedly resulting from my participation in any tubing activities, accepting myself the full responsibility of any and all such damage or injury. I agree that I will not sue the Released Parties (either on my own behalf or on behalf of my spouse, child, ward or others) for injuries or damages relating to my participation in any snow tubing activities at Southern Gap Outdoor Adventure. Indemnity shall include all costs and expenses, including reasonable attorneys' fees. I agree that all disputes arising under this contract and/or from my use of this Pass for any snow tubing activities shall be litigated exclusively in the Circuit Court of Buchanan County, Virginia or the federal court for the Commonwealth of Virginia. This document constitutes the final and entire agreement between the Released Parties and the undersigned with respect to my use of this Pass and/or my participation in snow tubing activities at Southern Gap Outdoor Adventure. This agreement is governed by the applicable law of this state. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect. By purchasing, using, or holding any ticket or pass issued by Southern Gap Outdoor Adventure, I am agreeing to the foregoing liability release (the "Release") and represent that I have carefully read the terms and conditions of the Release, understand its contents, and consent to be bound by all of the terms and conditions of the Release with full knowledge of its significance, and that I am at least 18 years of age.

If I am consenting to this Release on behalf of a minor (less than 18 years of age) (the "Child"):

- I represent and warrant that I am the parent and/or guardian of such Child and that the Child is in good health and there are no special problems associated with the care of the Child;
- I accept responsibility for all the Child's medical expenses incurred in conjunction with any snow tubing and snow disc riding activities at Southern Gap Outdoor Adventure;
- I agree to indemnify the Released Parties for any and all claims brought by the Child; and
- I agree to indemnify the Released Parties for any and all claims brought by a third party arising in connection with the Child's participation in any snow tubing and snow disc riding activity at Southern Gap Outdoor Adventure. In addition, I grant permission for Southern Gap Outdoor Adventure to use photographs of me and my minor child, with or without names and for any lawful purpose, including, but not limited to; publicity, illustration, advertising, social media and web content. This Release shall have the same legal effect and force as a written and signed document.

Signature of Participant

____/____/____
Date

Signature of Parent or Guardian

____/____/____
Date

Underage Participant Name

____/____/____
Date