CAMELBACK RESORT
SNOWTUBING CONTRACT
RELEASE, AGREEMENT NOT TO SUE AND ACKNOWLEDGEMENT OF RISKS
THIS IS A CONTRACT READ IT!

This Contract is between Camelback Resort, its Owners, Operators and Lessors: CMBK Resort Holdings, LLC, CMBK Resort Operations, LLC, KSL Camelback Management, LLC, EPT Ski Properties, Inc., the Commonwealth of Pennsylvania, and their respective owners, officers, directors, partners, members, investors, operators, management companies, agents, servants and employees (hereinafter collectively referred to as "Camelback") and the Patron, Parent/Guardian or Accompanying Adult identified on the signature line below.

RELEASE AND AGREEMENT NOT TO SUE

1. **IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN SNOWTUBING AT CAMELBACK, I AGREE THAT I WILL NOT SUE CAMELBACK AND WILL RELEASE CAMELBACK FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE SNOWTUBING OR WHILE USING ANY OF THE CAMELBACK FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, SOLE OR JOINT, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS CAMELBACK FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF, TO ANY MEMBER OF MY FAMILY OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, SOLE OR JOINT, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT EXTENDS TO MY PRESENCE AT CAMELBACK PURSUANT TO ALL COMPLIMENTARY, PURCHASED, TRADES, EMPLOYEE DISCOUNTED AND VOLUNTEER DISCOUNTED TICKETS OR ANY OTHER TICKETS, PASSES, OR CARDS, PROMOTIONAL OR OTHERWISE THAT I HAVE OR MAY OBTAIN.**
2. Notwithstanding the foregoing, if I sue Camelback, I agree that I will only bring suit, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Monroe County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Camelback and myself and/or my family member(s) shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement Not to Sue is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement Not to Sue is determined to be unenforceable, all other parts shall be given full force and effect.

ACKNOWLEDGEMENT OF RISKS

3. I understand and acknowledge that snowtubing, including the use of lifts, is a dangerous risk sport and that there are inherent and other risks associated with the sport and that all of these risks can cause serious and even fatal injuries. I understand that part of the thrill, excitement and risk of snowtubing is that the snowtubes often all end up in a runout area and counter slope at various times and speeds and that it is my responsibility to try to avoid hitting another snowtuber and it is my responsibility to try to avoid being hit by another snowtuber, but that, notwithstanding these efforts by myself and other snowtubers, there is a risk of collisions.
4. I acknowledge and understand that some, but not necessarily all, of the risks of snowtubing include the following:
   - Variations in the steepness and configuration of the snowtubing chutes, runout area, and counter slope, and the surface upon which snowtubing is conducted, which can vary from wet, slushy conditions to hard packed, icy conditions and everything in between, and the fact that at times I will be walking on such surfaces;
   - Fences and/or barriers at or along portions of the snowtubing 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, the inter-linking of snowtubes together to go down the snowtube runs, and the presence of deceleration material or other objects;
   - The chance that a patron can fall out, be thrown out or otherwise leave the snowtube;
   - The chance that a snowtube can leave the run, regardless of whether or not there are barriers on the sides of the run, and the chance that a snowtube can go up and over the counter slope;
   - The chance that a snowtube can go up the counter slope and then slide back into the general runout area;
   - Collisions in the runout area or counter slope and other locations of the snowtubing facility, between snowtubes, between a snowtube and another patron, between a snowtube and a snowtubing facility attendant, collisions with objects, obstacles or structures located within or outside of the snowtubing facility, and other sorts of collisions; and
   - The use of the snowtubing lift or tow, including falling out of a tube, coasting backwards, becoming entangled with equipment and other risks.
5. I also acknowledge and understand that I am accepting AS IS the snowtube and any other equipment involved with the snowtubing activity, including lifts and tows, and further acknowledge and understand that NO WARRANTIES are being extended to me with respect to any aspect of the snowtubing facility. I agree and understand that snowtubing is a purely voluntary recreation activity and that if I am not willing to acknowledge the risks and agree not to sue, I should not go snowtubing.
6. I understand that all of the inherent and other risks of participating in snow sports present the risk of injury, including death, that skiing, snowboarding and snowtubing are **DANGEROUS** risk sports, and that injuries can be serious and even fatal**. I HEREBY ACKNOWLEDGE, ACCEPT, AND ASSUME THESE RISKS AND ALL OTHER RISKS THAT CAN AND DO EXIST WHILE PARTICIPATING IN THE SPORTS OF SKIING, SNOWBOARDING AND SNOWTUBING WHILE ENGAGED IN OR OBSERVING ANY SUCH ACTIVITY AT CAMELBACK.**
7. A snowtubing lift ticket may be suspended and/or revoked by Camelback, without refund, in the event of a violation of any rule or regulation, misrepresentation of facts to obtain the lift ticket, or for violation of the Skiers Responsibility Code.

If the Participant is under eighteen (18) years of age, this Contract must be executed by a parent/guardian/accompanying adult.

I have read and understood the above **RELEASE, AGREEMENT NOT TO SUE and ACKNOWLEDGEMENT OF RISKS,** and I am voluntarily signing below, manually or electronically, with the intent to be legally bound by this Contract. I represent and warrant that I am signing this Contract with the consent of my Spouse (if any) and understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue. I further agree that if any part of this Contract is determined to be unenforceable, all other parts shall be given their full force and effect.

X_____
Signature of Patron, Parent/Guardian or Accompanying Adult

X _____
Date of Signature

X_____
Child 1 (Print Name, Age and Relationship)

X _____
Child 2 (Print Name, Age and Relationship)

X_____
Child 3 (Print Name, Age and Relationship)

X _____
Child 4 (Print Name, Age and Relationship)

X_____
Child 5 (Print Name, Age and Relationship)

X _____
Child 6 (Print Name, Age and Relationship)

X_____
Child 7 (Print Name, Age and Relationship)

X _____
Child 8 (Print Name, Age and Relationship)

X_____
Child 9 (Print Name, Age and Relationship)

X _____
Child 10 (Print Name, Age and Relationship)

First Name:												Last Name:																	
City:																		State:			Zip Code:						Age:		

Revised 9-12-19