

Minocqua Winter Park – Snow Tubing Waiver of Liability and Release

SNOW TUBING

Participant Name: _____

Address: _____

Phone/Email: _____

1. Assumption of Risk. I, as Participant, understand that snow tubing involves inherent risks, including, but not limited to, falls, collisions with other participants or objects, loss of control, variations in terrain, changing weather conditions, equipment failures, and other hazards that could result in injury, property damage, or death. I voluntarily choose to participate in snow tubing at Minocqua Winter Park, and I freely assume all such risks, whether known or unknown.

2. Release of Liability. In consideration for being permitted to use the snow tubing facilities at Minocqua Winter Park, I hereby release, waive, discharge, and hold harmless Minocqua Winter Park Foundation and the Town of Minocqua (the “**Town**”) and each of its owners, employees, agents and representatives (collectively, the “**Released Parties**”) from any and all claims, demands, actions, or causes of action arising out of or related to any loss, damage, or injury that I may sustain while participating in snow tubing or being present on the premises. In addition, I release the Released Parties from all claims arising out of the use of the Minocqua Winter Park, except claims arising from intentional misconduct, reckless conduct, fraud, gross negligence or claims that cannot be released as a matter of law.

3. Indemnification. I agree to indemnify and hold harmless the Released Parties from any claims, including attorney fees, brought by or on behalf of myself or any third party due to my participation in snow tubing.

4. Medical Treatment. I consent to receive emergency medical treatment in the event of injury and agree that I am responsible for any associated medical costs.

5. Safety Rules. I agree to follow all posted signs, instructions, and safety rules provided by Minocqua Winter Park Foundation staff and the Town. I understand that failure to comply may result in the revocation of my snow tubing privileges without refund.

6. Minor Participants. If signing for a minor, I certify that I am the minor’s parent or legal guardian, that I have the authority to sign this waiver on their behalf, and that all terms of this waiver apply equally to the minor.

7. Binding Effect. This waiver is binding upon me, my heirs, executors, administrators, and assigns. If any portion of this waiver is found unenforceable; the remaining sections shall remain in full force.

8. Acknowledgement. I acknowledge that I have the opportunity if I so choose to bargain for or negotiate the terms of this Release. If I choose to consent to this Release without modification, I hereby waive my right to bargain for or negotiate the terms of this Release.

This Release is the result of arm's-length negotiation between the Released Parties and the Participant, each of whom has had the opportunity to consult with legal counsel. Each party has carefully read this Release, fully understands its terms, and voluntarily enters into it. Any ambiguity in this Release shall not be construed against either party as drafter.

Participant Signature: _____

Parent/Guardian Signature (if participant is a minor): _____

Printed Name: _____

Date: _____