



## BOYCE PARK SNOW TUBING WAIVER AND RELEASE AGREEMENT

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

American Snow Solutions and The County of Allegheny, its Chief Executive, Elected Officials, Officers, Appointees, Representatives, Agents and Employees have agreed to permit me to use the snow tubing facilities at the County's Boyce Park. In consideration of American Snow Solution's and the County of Allegheny's permission, I agree:

- (1) Snow tubing is a potentially hazardous activity which may result in serious injury or death. I understand that there are inherent and other risks involved in snow tubing including but not limited to the use of lifts and snow tubes, variations in snow, steepness and terrain, ice and icy conditions, moguls, rocks, trees and other equipment and component parts, and other forms of natural or man-made obstacles on or off chutes, as well as collisions with equipment, obstacles, and other participants. Snow chute conditions vary constantly because of weather changes and snow tubing use. I am aware snow making and snow grooming may be in progress at any time. The negligence of others may create risk.
- (2) To accept all risks of snow tubing, whether specifically listed in paragraph one (1) or not,
- (3) To follow all rules, instructions and directions provided by staff members of American Snow Solutions and the County of Allegheny. Failure to abide may result in ticket revocation and removal from the facility without refund.
- (4) To waive my right to bring any claims against American Snow Solutions or the County of Allegheny that arise out of, or relate to, my snow tubing, and to release American Snow Solutions and the County of Allegheny from any liability for any such claims. This waiver and release includes claims based upon negligence by American Snow Solutions and the County of Allegheny. I further agree that I will indemnify, hold harmless, and reimburse American Snow Solutions or the County of Allegheny for all losses including attorneys' fees and costs from any claims brought by any persons or entities arising out of, or relating to my snow tubing.
- (5) All disputes arising under this release, or from my use of the snow tubing facilities at Boyce Park, shall be litigated exclusively in the Court of Common Pleas in Allegheny County, Pennsylvania.
- (6) To grant American Snow Solutions and the County of Allegheny to use photographic or video images of me for the purposes of marketing, publicizing, and promoting American Snow Solutions and the County of Allegheny. I waive any right to be compensated for the use of my image and release American Snow Solutions and the County of Allegheny from liability for any claims where such claims arise out of, or related to, American Snow Solution's or the County's use of my image.

Adults only: I understand this agreement and enter into it voluntarily.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

### INFORMATION REGARDING MINORS

Parent, guardian, or responsible adult: I agree (1) I have discussed this agreement with the minor(s); (2) paragraphs 4 & 5 apply to any claim by me related to the minors' participation; and (3) to indemnify and hold American Snow Solutions and the County of Allegheny harmless for all losses, including attorneys' fees and costs, from any claims by, or on behalf of, the minor(s) related to their snow tubing participation.

Guardian Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Emergency Phone Number(s): \_\_\_\_\_

Please Print	Last Name	First Name	Date of Birth
Minor # 1			
Minor # 2			
Minor # 3			
Minor # 4			