

SNOW TUBING RELEASE AND WAIVER AGREEMENT

Date: _____ Email: _____

Name: _____ Date of Birth: _____

Address: _____ Phone: _____

INFORMATION REGARDING MINORS

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

Mountain Works, Inc. and the County of Allegheny have agreed to permit me to use the snow tubing facilities at the County's Boyce Park. In consideration for the grant of permission from Mt. Works Inc. and the County of Allegheny, I agree:

- (1) That I understand that snow tubing is potentially hazardous and may result in serious injury or death. I understand that there are inherent and other risks involved in snow tubing. Some of these risks may include, but are 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 snow tubers. Snow chute conditions vary constantly because of weather changes and snow tubing use. Snow making and snow grooming may be in progress at any time.
- (2) To accept all risks of snow tubing, whether specifically listed in paragraph (1) above or not,
- (3) To follow all rules, instructions and directions provided by Mt Works, Inc. and the County of Allegheny. If I do not, my ticket may be revoked, with no refund of the amount paid by me,
- (4) To waive my right to bring any claims against Mt. Works Inc. or the County of Allegheny, its Chief Executive, Elected Officials, Officers, Appointees, Agents and Employees that arise out of, or relate to, my snow tubing, and to release Mt. Works Inc. and the County of Allegheny, its Chief Executive, Elected Officials, Officers, Appointees, Agents and Employees from any liability for any such claims. This waiver and release includes claims based upon negligence by Mt Works Inc. and the County of Allegheny, its Chief Executive, Elected Officials, Officers, Appointees, Agents and Employees. I further agree that I will indemnify, hold harmless, and reimburse Mt Works Inc. and the County of Allegheny, its Chief Executive, Elected Officials, Officers, Appointees, Agents and Employees 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) That 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) I grant Mt. Works Inc. and the County of Allegheny to use photographic or video images of me for the purposes of marketing, publicizing and promoting Mt. Works Inc. and the County of Allegheny. I waive any right to be compensated for the use of my image and release Mt Works Inc. and the County of Allegheny from liability for any claims where such claims arise out of, or relate to, Mt Works Inc. or the County of Allegheny's use of my image.

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

Signature: _____

Printed Name: _____ Date: _____

Parents, guardians or responsible adults: I agree (1) that I have discussed this agreement with the minor(s); (2) that paragraphs four and five above apply to any claim by me related to the minors' participation; and (3) to indemnify and hold Mt. Works Inc. 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 the minors' participation.

Signature: _____

Printed Name: _____ Date: _____

Emergency Phone Number(s): _____



In Conjunction with



ALLEGHENY COUNTY, DEPARTMENT OF PARKS

211 COUNTY OFFICE BUILDING • 542 FORBES AVENUE • PITTSBURGH, PA 15219

PHONE (412) 350-7275 • FAX (412) 350-2682

WWW.ALLEGHENYCOUNTY.US/PARKS