



Steeplechase Tubing LLC Snow Tubing Waiver

The party signing below (referred to as "I" or "My"), being at least 18 years old, has read, understood and signed the following release waiver ("Waiver"). In the event that the party signing below is under the age of 18 years old, the Minor Party (defined below), will be accompanied by a parent or legal guardian who has read and signed this release waiver on behalf of the Minor Party and agree to be bound to the terms and conditions herein.

The risks of snow tubing at Steeplechase Tubing LLC include, but are not limited to:

- Lack of control over direction, braking or other speed altering methods;
- Risk of serious injury, or death, from participation in snow tubing (a helmet may be used to reduce the risk of some types of injuries, but there is no guarantee that it will prevent all injuries associated with snow tubing);
- Risk associated with the amount of people within the snow tubing area, the speed, direction and amount of people going down a run at any given time;
- Risk of collision with another person in the area or with an element of the snow tube area or property;
- Risks associated with varying changes to the snow tubing area including, but not limited to steepness of the snow tubing hills and surrounding areas, type of weather and varying surface material for the snow tubing hills; and
- Risks associated with the layout of snow tubing area which includes, but is not limited to, lifts, tows, lighting fixtures, fences, signage, trees or branches, buildings, various debris, barriers, obstacles or manmade structures, or snow equipment.

I understand and agree that I am renting a snow tube from Steeplechase Tubing LLC and it is provided to me in an AS IS condition. I am responsible for the snow tube while it is in my possession. This Waiver shall be governed by the laws of the State of Minnesota. If any of its provisions are held to be invalid or unenforceable by the court, such holding shall not invalidate any of the other provisions of this Waiver.

I HEREBY ASSUME ALL RISKS WHICH MAY ARISE FROM MY VOLUNTARY PARTICIPATION IN SNOW TUBING AND HEREBY AGREE TO HOLD HARMLESS, RELEASE, INDEMNIFY, DEFEND, AND NOT BRING SUIT AGAINST STEEPLECHASE TUBING LLC, ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LEGAL ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY LOSSES DUE TO BODILY INJURY, INCLUDING DEATH, AND/OR PROPERTY DAMAGE THAT MAY BE SUSTAINED DURING MY PARTICIPATION IN SNOW TUBING AND WHILE ON THE PROPERTY OF STEEPLECHASE TUBING LLC, INCLUDING BUT NOT LIMITED TO, INJURIES AND DAMAGES CAUSED BY NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, AND/OR ANY OTHER IMPROPER CONDUCT, EXPRESS OR IMPLIED, ON THE PART OF STEEPLECHASE TUBING LLC.

I HAVE CAREFULLY READ THIS WAIVER, UNDERSTAND THE WAIVER, AND AM AWARE THAT I AM RELEASING SOME OF MY LEGAL RIGHTS, AND AGREE TO BE BOUND TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

Age	
Email	
Date	
Printed Name	
Signature	

REQUIRED FOR MINORS UNDER THE AGE OF 18: PARENT OR GUARDIAN SIGNATURE

I, as the parent or legal guardian of the minor party named above (the “Minor Party”), agree that I have the authority to enter into this Waiver and sign for the Minor Party. I agree that I have read this Waiver, discussed it with the Minor Party and fully understand the risk of snow tubing, and my rights set forth herein. I hereby agree to the terms and conditions set forth in this Waiver.

Printed Name	
Signature	
Date	