

THIS IS A CONTRACT – PLEASE READ IT!

**ACCEPTANCE OF A LIFT TICKET CONSTITUES A CONTRACT
THE CONDITIONS OF THE CONTRACT ARE SET FORTH BELOW AND WILL PREVENT OR RESTRICT YOUR ABILITY TO
SEEK COMPENSATION FROM OEI-KOTEEWI RUN SEASONAL SLOPES**

This agreement is between Outdoor Excursions, Inc. (OEI), its owners, directors, officers, employees, members, lessors, lessees, volunteers, independent contractors, equipment providers, and agents, (hereafter referred as OEI-Koteewi Run and Protected Parties) and YOU, the Patron, Parent/Guardian or Accompanying Adult and/or responsible for Minor Participants, whether using, participating in, or observing OEI-Koteewi Run facilities and activities.

Inherent Risks: OEI feels it is important that ALL PARTICIPANTS (ADULT PARTICIPANTS OR OBSERVERS, MINOR PARTICIPANTS and/or ADULTS RESPONSIBLE FOR MINORS) understand that snow tubing including use of lift lines is a dangerous risk sport and are aware of, understand, and appreciate the inherent risks involved and that injuries can occur as the result of these inherent risks which include, but are not limited to, muscle strains and sprains, bruises, contusions, abrasions, sunburn, frost bite, hypothermia, muscle soreness, broken bones, ligament and joint injuries, back and neck injuries, concussions, internal injuries, eye injuries, brain injury, spinal cord and back injuries, heart attack, stroke, and even death.

SNOW TUBING RISKS INCLUDE, BUT ARE NOT LIMITED TO:

- falling from the tube
- collisions or falls with others and/or objects at the end of the tubing lane, waiting in the lift line, disconnecting from the lift line while riding up the hill, or exiting the lift line; collisions resulting from a tube crossing the lane divider into an adjoining lane, from another tuber or group of tubers overtaking the participant; with OEI tubing staff or observing persons; with stationary objects such as snow fence, trees, rocks, stumps, bushes, snowmaking equipment, water hydrants and electrical pedestals, buildings or shelters, snow vehicles, signs, and other manmade or natural obstacles;
- unexpected change of speed due to varying changes in snow conditions.
- participants having little control of their tube once the slide begins
- erratic or negligent behavior of the participant or of other participants
- failure of equipment
- landing awkwardly
- over-exertion
- failure to clear your tubing lane resulting in collision
- loss of control due to snow/ice conditions such as bare spots, black ice, terrain features; variations in surface and/or terrain conditions; tubing lane design or modifications; and other hazards, (whether manmade or natural, marked or unmarked)
- exposure to sometimes frigid conditions; sudden changes in weather, weather-related occurrences, and acts of nature
- judgment errors by OEI staff (including but not limited to error in judging the ability of participants, failure to anticipate developing problem situations, and failure to anticipate sudden changes in weather conditions);
- standing too close to the run-out areas
- being struck by tubes or other equipment
- slipping and falling on slick, wet, icy, or uneven surfaces in restrooms, sidewalks/walkways, steps, and other indoor or outdoor surfaces
- various parking lot hazards such as vehicle traffic and unsure footing.

WAIVER OF LIABILITY: In consideration that **MY participation (and/or MINOR PARTICIPANTS I am responsible for) is voluntary** and that I knowingly assume all inherent risks **by accepting this ticket as condition for permission** for myself (and/or MINOR PARTICIPANT(S) I am responsible for) to use the OEI property, facilities, and services, today and on all future dates, **I, the Patron/Adult Participant, Parent/Guardian Responsible for Minor Participants, and/or Accompanying/Observing Adult**, on behalf of myself, my spouse, my heirs, personal representatives, assigns, or others making a claim on behalf of myself or a MINOR PARTICIPANT [hereafter referred to as *Releasing Parties*] **do hereby release, waive, discharge, and covenant not to sue OEI**, its owners, directors, officers, employees, members, lessors, lessees, volunteers, independent contractors, equipment providers, and agents, [hereafter referred to as *Protected Parties*] **from any and all liability of any kind or character whatsoever, whether foreseen or unforeseen, whether under theories of Negligence, Breach of Contract, or Otherwise.**