

**FERNWOOD RESORT SNOWTUBING
ACKNOWLEDGMENT OF RISKS AND AGREEMENT NOT TO SUE
THIS IS A CONTRACT – READ IT**

AGREEMENT NOT TO SUE

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN SNOWTUBING AT FERNWOOD RESORT, I AGREE THAT I WILL NOT SUE BUSHKILL GROUP INC., HA RA CORPORATION, HRP CORP., TREE TOPS, INC., AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS “FERNWOOD”) AND WILL RELEASE FERNWOOD FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE FERNWOOD FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, RECKLESSNESS, OR ANY OTHER IMPROPER CONDUCT ON THE PART OF FERNWOOD. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS FENWOOD FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF, TO ANY MEMBER OF MY FAMILY OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT ANY SUCH INJURY WAS CAUSED BY THE NEGLIGENCE, RECKLESSNESS OR OTHER IMPROPER CONDUCT ON THE PART OF FERNWOOD.

Notwithstanding the foregoing, if I sue Fernwood, I agree that I will only sue it, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Monroe County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Fernwood and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

ACKNOWLEDGEMENT OF RISKS

I understand and acknowledge that snowtubing, including the use of lifts, is a dangerous, risk sport and that there are inherent and other risks associated with the sport and that all of these risks can cause serious and even fatal injuries. I understand that part of the thrill, excitement and risk of snowtubing is that the snowtubes often all end up in a runout area and counter slope at various times and speeds and that it is my responsibility to try to avoid hitting another snowtuber and it is my responsibility to try to avoid being hit by another snowtuber, but that, notwithstanding these efforts by myself and other snowtubers, there is a risk of collisions.

I acknowledge and understand that some, but not necessarily all, of the risks of snowtubing include the following:

- Variations in the steepness and configuration of the snowtubing chutes, runout area, and counter slope, and the surface upon which snowtubing is conducted, which can vary from wet, slushy conditions to hard packed, icy conditions and everything in between, and the fact that at times I will be walking on such surfaces;
- fences and/or barriers at or along portions of the snowtubing area, the absence of such fences and/or barriers and the inability of fences and/or barriers to prevent or reduce injury;
- changes in the speed at which snowtubes travel depending on surface conditions, the weight of snowtubers the inter-linking of snowtubes together to go down the snowtube runs, and the presence of deceleration material or other objects;
- the chance that a patron can fall out, be thrown out or otherwise leave the snowtube;
- the chance that a snowtube can leave the run, regardless of whether or not there are barriers on the sides of the run, and the chance that a snowtube can go up and over the counter slope;
- the chance that a snowtube can go up the counter slope and then slide back into the general runout area;
- collisions in the runout area or counter slope and other locations of the snowtubing facility, between snowtubes, between a snowtube and another patron, between a snowtube and a snowtubing facility attendant, collisions with objects, obstacles or structures located within or outside of the snowtubing facility, and other sorts of collisions; and
- the use of the snowtubing lift or tow, including falling out of a tube, coasting backwards, becoming entangled with equipment and other risks.

I also acknowledge and understand that I am accepting AS IS the snowtube and any other equipment involved with the snowtubing activity, including lifts and tows, and further acknowledge and understand that NO WARRANTIES are being extended to me with respect to any aspect of the snowtubing facility. I agree and understand that snowtubing is a purely voluntary recreation activity and that if I am not willing to acknowledge the risks and agree not to sue, I should not go snowtubing.

I have read and understood the foregoing AGREEMENT NOT TO SUE and ACKNOWLEDGMENT OF RISKS and I am voluntarily signing below, intending to be legally bound hereby. If I am signing on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue.

USER'S NAME (Please Print)

DATE

AGE

USER'S SIGNATURE

ADDRESS

PARENT'S SIGNATURE (IF USER IS A MINOR)

CITY

STATE

ZIP