

Name \_\_\_\_\_ Tubing Date \_\_\_\_\_

Email \_\_\_\_\_

## Heritage Hills Golf Resort & Conference Center Tubing Release & Assumption of Risk Agreement

**Notice of Risk:** I, the undersigned, do hereby accept, understand and agree that the recreational sport of snow tubing contains inherent risks that could lead to serious injury or death. These risks include, but are not limited to, falling out of the tube, traveling at various speeds, collisions with other tubes, tubers, or collisions with natural objects, collisions with associated equipment, variations or terrain, varying surface conditions such as: ice, ice chunks and wet or slushy snow, and the use of tubing lifts.

I further agree to inspect the tubing area, tubing slope, tubes and all associate equipment prior to any use of the same. I agree to read, understand, follow or ask for the explanation of all the rules, policies, and tubing responsibility codes that are posted at the tubing area. I understand that I can ask for and will receive instructions on the use of the tubing slope and the tubing lift prior to any use of the same.

**I accept for use, AS IS,** the tubing area including the tubing slope, tubing lift, tubes and other associated equipment.

**Assumption of Risk:** Understanding, acknowledging and agreeing to all of the risks involved, I hereby agree to expressly and voluntarily accept and assume all risks involved in the sport of snow tubing.

**Release of Liability:** In consideration of being allowed to use the tubing area at Heritage Hills Golf Resort & Conference Center, **I HEREBY AGREE NOT TO SUE AND TO RELEASE, HERITAGE HILLS GOLF RESORT & CONFERENCE CENTER, IT'S OWNERS, AGENTS AND/OR EMPLOYEES, FROM ANY AND ALL LIABILITY RELATED TO INJURY, PROPERTY LOSS OR OTHERWISE RELATED TO MY USE OF THE TUBING FACILITY, REGARDLESS OF ANY NEGLIGENCE ON THE PART OF HERITAGE HILLS GOLF RESORT & CONFERENCE CENTER. I FURTHER AGREE TO INDEMNIFY AND DEFEND THE SAME, FROM ANY CLAIM FOR LIABILITY RELATED TO INJURY AS A RESULT OF MY OR MY CHILD'S USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE.**

\_\_\_\_\_ (initial)

*I agree that all disputes arising under this contract shall be litigated exclusively in the Court of Common Pleas of York County, PA or in the United States District Court for the Middle District of Pennsylvania. Further, the applicable laws of the state of Pennsylvania govern this agreement. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.*

**If I do not agree with the above, I will not use the tubing facility at Heritage Hills Golf Resort & Conference Center.**

\_\_\_\_\_ (initial)

I, the undersigned, have read and understand the above agreement.

Tubing participant signature \_\_\_\_\_ Date \_\_\_\_\_  
*(If a minor, the signature of a parent or guardian is required)*

Parent or Guardian signature \_\_\_\_\_ Date \_\_\_\_\_  
*(The signature of one parent or guardian binds both parents or guardians in reference to this agreement)*