PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Snowdrift Winter Playground Inc, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SWP"), I hereby agree to release, indemnify, and discharge SWP, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Snow Tubing Activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; hidden obstacles by snow, ice and snow cornices, tree wells, tree stumps, creeks rocks and boulders, below the snow surface; loss of control loss or damage to equipment being used; collision with other people, equipment, manmade or natural obstacles, or fixed or movable objects; traveling in forested areas, rugged terrain, or inclement weather; exposure to elements, altitude, and cold including hypothermia, frostbite, acute mountain sickness, exhaustion, cerebral and pulmonary edema; steepness of slopes, snow depth, instability of snow pack or varying and difficult weather; riding on uneven snow covered terrain, changing snow conditions and variations in elevations; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure and/or operator error; unavailability of immediate medical attention in case of injury; accidents or illness can occur in remote places without medical facilities; transmissible pathogen or diseases; my own physical condition, and the physical exertion associated with this activity.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SWP from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SWP's equipment or facilities, **including any such claims which allege negligent acts or omissions of SWP.**
4. Should SWP or anyone acting on their behalf be required to incur attorney fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against SWP, I agree to do so solely in the state of California and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
7. The undersigned waives the protection afforded by any statute or law in a jurisdiction whose purpose, substance, cause, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release. This means, in part, that the undersigned is releasing unknown future claims and specifically waives the provisions of California Civil Code Section 1542 which provides: A general release does not extend to claims that the creditor or releasing party does not know or suspect exist in his or her favor at the time of the executing the release and that, if know by him or her, would have materially affected his or her settlement with the debtor or released party.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SWP on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at SWP. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Name_____ Phone Number _____

Address _____ City_____

State_____ Zip_____ Email_____

Signature of Participant_____ Date_____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of (print minor's name (s) and DOB (s) below):

(Minor 1) _____ (Minor 2) _____

(Minor 3) _____ (Minor 4) _____

being permitted by SWP to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SWP from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent/Guardian: _____ Print Name: _____ Date: _____