

ACTIVITY BARN, LLC RELEASE & ACKNOWLEDGEMENT OF RISKS

Name:(s) _____ and _____, herein collectively referred to as Releasor, of:

Address: _____, City _____

Phone: _____ . State _____ Zip _____

Individually and as parent or legal guardian of:

Minor #1 _____ Age _____ Lbs: _____ Minor #2 _____ Age _____ Lbs: _____

Minor #3 _____ Age _____ Lbs: _____ Minor #4 _____ Age _____ Lbs: _____

Children under 2 are not permitted to tube at the Activity barn.

I/we, Releasor, being a lawful guardian(s) of the above-named minor(s). In consideration for being permitted to participate in **Snow tubing** and related activities (hereinafter collectively “**Activities**”), do for myself, the above-named minor(s), and all respective heirs and assigns, voluntarily assume the risk of participating in this sport, and hereby release, waive, discharge, indemnify and hold harmless THE ACTIVITY BARN, LLC, its officers, directors, principals, agents, employees, and members, and each of them, together with their heirs, administrators and executors, successors and assigns, here referred to as Releasees, of and from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident that may occur as a result of my participation or the above-named minor’s participation in any Activities or other actions or activities in connection therewith, whether by negligence or not.

I/we Releasor, do for myself, and as legal guardian of the above-named minor(s), further release, waive, discharge and indemnify Releasees from any claim whatsoever on account of first aid, treatment or services rendered to Releasor or to the above-named minor(s) during participation in the **Activities** or in any actions or other activities in connection therewith.

Releasor, individually and as legal guardian of the above-named minor(s), expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Idaho, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release, together with the notice on the purchased Ticket, the contents of which are incorporated herein by reference, contain the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

Snow Tubing is a dangerous sport. Releasor, individually, and as guardian of the above-named minor(s) if any, further states that before affixing the Ticket or allowing the Ticket to be affixed to your person or to the above-named minor(s), they have carefully read the foregoing release, and the notice on the Ticket, and know the contents thereof and sign this release as their own free act.

DATED this _____ day of _____, _____.

RELEASOR _____ RELEASOR _____