Timberlee Hills

RELEASE OF LIABILITY, INDEMNIFICATION AND DEFENSE AGREEMENT

I understand and acknowledge that tubing is a **HAZARDOUS ACTIVITY** and that my and/or the Minor's participation in snow tubing and use of Timberlee Hills' tubes and tubing facility has many risks and dangers which may result in personal injury, paralysis or death, including but not limited to: collisions with walls/sides of the tubing run, with other tubers or bystanders or other structures or debris in or near the tubing hill area and run-out area; the chance of falling out of the tube; injuries sustained while using the tow lift system, negligence of other participants, and negligence on the part of Timberlee Management, LLC, their agents, owners and employees. I realize that injuries during participation in tubing activities are a common occurrence and that snow conditions vary constantly in the tubing park because of weather changes and snow tubing use. I acknowledge and understand that the snow tube and any other equipment provided and/or used during tubing is provided AS IS and acknowledge that NO WARRANTIES are being extended to me and/or the Minor with respect to any aspect of tubing.

In consideration of Timberlee Hills allowing me and/or the Minor to tube, use Timberlee Hills' related equipment, area facilities and parking areas, I expressly assume and accept any and all risks and dangers associated with my and/or the Minor's participation in tubing and other activities at Timberlee Hills. In further consideration, I agree to **Release, Hold Harmless, Indemnify and Defend** Timberlee Management, LLC, their employees, owners and agents from and against any and all claims, suits, actions, including claims or suits brought by the Minor, including but not limited to: statutory duty or other duty of care and breach of express or implied warranty. I also agree to **Indemnify, Hold Harmless and Defend** Timberlee Management, LLC and Timberlee Hills, their owners, employees and agents from any and all costs or expenses, without limitation, which Timberlee Management, LLC sustains as a result of, related to, or alleged to be related to my or the Minor's participation in tubing or other activities at Timberlee Hills.

I UNDERSTAND THE ABOVE PARAGRAPHS AND I SIGN THIS DOCUMENT WITHOUT RESERVATION.

Name of Participant (Print)	Age	Signature (Parent/Guardian signature if participant is under 18)	Date