



TIMBERLEE HILLS

Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (Carefully Read This Document As It Releases and Waives Legal Rights)

- 1. Definitions.** The person who is using Timberlee Hills' tubes, equipment, tubing hill, tow line, lodge, and/or facilities, and/or taking part in any event or activity at Timberlee Hills shall be referred to hereinafter as the "Participant." The "Undersigned" means only the Participant when the Participant is age 18 or older, or, if the Participant is under the age of 18, it means both the Participant and the Participant's parent or legal guardian signing below. The "Activity" means taking part in snow tubing, riding on and/or using the tow line, taking part in events and activities as Timberlee Hills, or using the tubing hill, the lodge and/or any of the other facilities of Timberlee Hills for any purpose.
- 2. Risk of Activity.** The Undersigned FULLY UNDERSTANDS AND ACKNOWLEDGES that (a) the Activity is inherently dangerous; (b) **THE ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH**, as well as, and not limited to: falling; slick or uneven surfaces; surface and subsurface snow conditions; changing snow conditions; bumps; moguls; ice; variations in terrain; rugged terrain; downed timber or vegetation; stumps; forest and/or vegetation growth; rocks; debris; marked and unmarked obstacles; man-made objects; visibility; collisions; falling off the tube; slipping; tripping; improper use of equipment; encounters and/or collisions with other Participants, bystanders, staff, walls/sides/end of the tubing run and/or equipment; tow line loading, unloading, and riding; adverse weather; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; frostbite; mental distress from exposure to any of the above; and omissions, representations, carelessness, and/or negligence of others ("Risks"); (c) these Risks and dangers may be caused by the Undersigned's own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or **THE NEGLIGENCE OF THE "RELEASED PARTIES" NAMED BELOW**; (c) there may be **OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES** either not known to the Undersigned or not readily foreseeable at this time; and, to the extent permitted by applicable law, the Undersigned **VOLUNTARILY CHOOSES FOR PARTICIPANT TO PARTICIPATE IN THE ACTIVITY AND FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE, AND FULLY ACCEPTS AND ASSUMES ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** the Undersigned and others may incur as a result of the Participant's participation in the Activity.
- 3. Duties of Participant.** The Undersigned assumes the responsibility of Participant maintaining control at all times while engaging in the Activity. The Undersigned is responsible for ensuring the Participant reads, understands, and complies with all signage and instructions, including, but not limited to, instructions on use of the tow line, snow tubes, and other equipment, features, and facilities in use at Timberlee Hills. The Undersigned acknowledges that Participant is qualified, in good health, in proper physical and mental condition, and has the physical dexterity and knowledge to safely use the tow line and tube by Participant's self and safely participate in the Activity. The Undersigned understands that entering and/or tubing in and/or using a "CLOSED" area is prohibited. The Undersigned agrees to comply with all applicable laws while engaging in the Activity. The Undersigned further agrees and warrants that if, at any time, the Undersigned believes conditions to be unsafe, the Participant will immediately discontinue further participation in the Activity.
- 4. Release.** In consideration of the Participant being permitted to participate in the Activity, the Undersigned, for the Undersigned and the Undersigned's family, heirs, executors, administrators, personal representatives, agents, employees, assigns, legal representatives and accountants, affiliates, and for any partnerships, corporations, sole proprietorships, or other entities owned or controlled by the Undersigned, **HEREBY RELEASES, DISCHARGES AND COVENANTS NOT TO SUE** Timberlee Holdings, LLC ("Timberlee Hills"), its past, present, and future owners, administrators, directors, agents, officers, members, shareholders, representatives, insurers, employees, attorneys, subsidiaries, divisions, affiliated corporations, successors, and assigns, (each considered one of the "Released Parties" herein) **FROM ALL LIABILITY, CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES, AND ATTORNEYS' FEES ARISING OUT OF OR RELATING IN ANY WAY TO PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS OF NEGLIGENCE OF THE RELEASED PARTIES, BREACH OF WARRANTY, AND/OR BREACH OF CONTRACT OR OTHERWISE** (the "Released Claims"). The Released Claims do not include any claims which the Undersigned cannot waive by law.
- 5. Indemnification.** To the extent permitted by law, the Undersigned agrees that if, despite this Agreement, the Undersigned or anyone on the Participant's behalf makes a claim against any of the Released Parties which has or could have arisen out of Participant's participation in the Activity, **THE UNDERSIGNED WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASED PARTIES** from and against any demand, liability, or damage of any kind, including, but not limited to, attorneys' fees and expenses whether or not in litigation, which may occur as the result of such claim.

6. Minor Acknowledgement. By signing this Agreement without a parent or legal guardian’s signature, Participant, under penalty of fraud, represents that Participant is at least 18 years of age. If signing as the parent or legal guardian of a minor Participant, the Undersigned adult, under penalty of fraud, represents that he/she is at least 18 years of age and is a legal parent or guardian of the minor Participant.
7. Medical Care. The Undersigned authorizes the Released Parties to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed. Undersigned agrees to pay all costs associated with such medical care and related transportation.
8. Miscellaneous. This Agreement shall be governed by the laws of the State of Michigan, and the exclusive jurisdiction and venue for any claim related to and/or arising from Participant’s participation in the Activity shall be located in the state courts for Leelanau County, Michigan. Should one or more of the provisions of this Agreement be found to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions contained herein shall not be impaired or affected in any way. This agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors, personal representatives, heirs, and assigns.

I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS, AND I SIGN THIS DOCUMENT OF MY OWN FREE WILL.

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