HIDDEN VALLEY
FOUR SEASONS RESORT

2011-2012 WINTER SEASON
SNOWTUBING

ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY,
AGREEMENT NOT TO SUE, AND INDEMNITY FOR GROUP PARTICIPANTS
Please Read Carefully Before Signing.

I, the undersigned, understand and acknowledge that snowtubing, along with the use of lifts, conveyors and/or tows, is a dangerous activity with inherent and other risks. Such risks include, but are not limited to:

- Variations in steepness and configuration of the snowtubing chutes and run-out areas;
- Variations in the surface including slush, hard pack, ice, and icy conditions;
- Fences and/or barriers at or along the snowtubing area, or in absence of such fences and/or barriers, the inability of fences and/or barriers to prevent or reduce injury;
- Changes in the speed at which snowtubers travel depending on surface conditions, the weight of snowtubers and the interlocking of snowtubes together to go down the snowtube runs;
- Chances that a person can fall off, be thrown out, or otherwise leave the snowtube;
- Chances that a snowtuber can go from one run into another run, regardless of whether or not there is a barrier between runs, and the chance that a snowtuber can go up, over and down the runout;
- Chances that a snowtuber can go up the runout and then slide back into the general runout area;
- Collisions in the runout area and other locations of the snowtubing facility, between snowtubing patrons, with attendants who may or may not be in or on a snowtube at the time of the collision and other sources of collisions, including but not necessarily limited to collisions with moving or fixed objects, obstacles or structures located within or outside of the snowtubing facility;
- The use of the snowtubing lifts, conveyors or tows, including falling out of the tube backwards, becoming entangled with equipment and other risks.

I acknowledge and understand that, in addition, snowtubes all end up in a common runout area at various times and speeds and that it is my responsibility to avoid hitting another snowtuber, and to avoid being hit by another snowtuber, but that notwithstanding these efforts by myself and other snowtubers, there is a risk of collision.

I acknowledge and accept all such risks, inherent and otherwise, and the danger of such injuries, including injuries resulting from negligence and/or recklessness of Buncher Resort & Hospitality Group, LLC, The Buncher Company, and their owners, agents, employees, and any other persons or organizations affiliated therewith (hereinafter "Hidden Valley Resort"), or fellow snowtubers or persons in the snowtube area.

I agree and understand that snowtubing is a purely voluntary, recreational activity and that **IF I AM NOT WILLING TO ACKNOWLEDGE ALL RISKS AND AGREE NOT TO SUE, I SHOULD NOT PARTICIPATE IN SNOWTUBING.**

In consideration of all of the above, and in consideration of my voluntary participation, I AGREE NOT TO SUE AND, AS SUCH, RELEASE HIDDEN VALLEY RESORT FROM ANY AND ALL LIABILITY REGARDLESS OF ANY **GROSS NEGLIGENCE, ORDINARY NEGLIGENCE, RECKLESSNESS, AND/OR CARELESSNESS** ON THE PART OF HIDDEN VALLEY RESORT.

I further agree to hold harmless Hidden Valley Resort for any loss, liability, damage, or cost of any kind, as a result of any injury to myself, to any member of my family, or to any person for whom I am signing this agreement, regardless of any gross negligence, ordinary negligence, recklessness and/or carelessness on the part of Hidden Valley Resort, **AND WILL INDEMNIFY HIDDEN VALLEY RESORT FOR ANY AND ALL COSTS OR FEES, INCLUDING ATTORNEY'S FEES AND COSTS, ASSOCIATED WITH DEFENDING ANY CLAIM BROUGHT BY OR ON BEHALF OF THE UNDERSIGNED.**

Notwithstanding the foregoing, I acknowledge and agree that any and all disputes will be litigated under Pennsylvania law in the Court of Common Pleas of Somerset County, Pennsylvania or the United States District Court for the Western District of Pennsylvania.

I understand that I may be photographed or videographed while I am snowtubing. I agree to allow my photo, video, film or likeness to be used by Hidden Valley Resort for any legitimate purpose.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO SUE, AND I SIGN IT FREELY, VOLUNTARILY, AND WITHOUT ANY INDUCEMENT. I UNDERSTAND THAT THIS AGREEMENT, RELEASE, AND INDEMNITY APPLIES TO ANY AND ALL GROUP TUBING OUTINGS IN WHICH I PARTICIPATE DURING THE 2010-2011 WINTER SEASON.

_____ _____ _____
PARTICIPANT'S NAME (PLEASE PRINT) PARTICIPANT'S SIGNATURE DATE

_____ _____ _____ _____
PHONE # ADDRESS CITY, STATE ZIP CODE

FOR PARTICIPANTS UNDER 18 YEARS OF AGE

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release of Hidden Valley Resort, but also to release and indemnify Hidden Valley Resort from any and all liabilities resulting from any **GROSS NEGLIGENCE, ORDINARY NEGLIGENCE, RECKLESSNESS, AND/OR CARELESSNESS** ON THE PART OF HIDDEN VALLEY RESORT, and incident to his/her participation in snowtubing throughout the 2010 – 2011 winter season, for himself or herself, myself, my spouse, our heirs, assigns, and next of kin.

_____ _____ _____
PARENT/GUARDIAN NAME (PLEASE PRINT) PARENT/GUARDIAN SIGNATURE DATE

_____ _____ _____ _____
PHONE # ADDRESS CITY, STATE ZIP CODE

08/11