



Waiver and Release

Participant Name: _____ Activity Date: _____

Release and Assumption of Risk Agreement ("Agreement")

Assumption of Risk: I, the undersigned, do hereby accept, understand and agree that the recreational sports and activities offered by Iron Valley Tubing and Iron Valley Golf Club, including but not limited to snow tubing ("recreational sports and activities") carry inherent risks that could lead to SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH. These risks include, but are not limited to: falling out of the snow tube; falling on snow and ice covered paths; traveling at various speeds; collisions with other tubers; collisions with natural objects; collisions with associated equipment; variations in terrain; varying surface conditions such as: ice, ice chunks and wet or slushy snow; and the use of tubing lifts. I hereby KNOWINGLY, VOLUNTARILY AND FREELY accept and assume all risks involved in the recreational sports and activities.

I further agree to inspect the tubing area and tubing slopes, tubes, and all associated equipment prior to use of any of the same. I agree to read, understand, follow or ask for explanation of all rules and policies, including, but not limited to, the tubing responsibility codes that are posted throughout the tubing areas. I understand that I can ask for and will receive instructions on the use of the tubes, tubing slope, and tubing lift prior to any use of the same. If I observe any unusual hazard, I will cease participation in the recreational sports and activities and bring such hazard to the attention of the nearest employee of Iron Valley Tubing (defined below) immediately.

I accept for use, AS IS, the tubing area, including the tubing slope, tubing lift, tubes and all other associated equipment.

Release of Liability: In consideration of being allowed to participate in the recreational sports and activities, I AGREE THAT I WILL NOT SUE AND WILL RELEASE FROM ANY AND ALL LIABILITY OR CLAIMS OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED, FIXED OR CONTINGENT, BYLER MANAGEMENT CO., L.L.C., BYLER GOLF MANAGEMENT, INC., IRON VALLEY GOLF COURSE, THEIR SHAREHOLDERS, MEMBERS, MANAGERS, OWNERS, AND OPERATORS, AND ALL PERSONS ACTING BY, THROUGH, UNDER OR IN CONCERT WITH ANY OF THEM INCLUDING BUT NOT LIMITED TO THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, OR OTHER REPRESENTATIVES (HEREINAFTER REFERRED TO AS "IRON VALLEY TUBING") IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE PARTICIPATING IN RECREATIONAL SPORTS AND ACTIVITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH

INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF IRON VALLEY TUBING. I understand this waiver and release is binding upon my heirs, assigns, and legal representatives.

I further agree that I WILL INDEMNIFY AND HOLD HARMLESS IRON VALLEY TUBING from any loss, liability, damage or cost of any kind that it may incur as the result of any injury to myself, to any member of my family or to any person for whom I am signing this Agreement, even if I contend that such injuries are the result of negligence, including gross negligence, or any other improper conduct for which a release is not contrary to public policy, on the part of IRON VALLEY TUBING.

Notwithstanding the foregoing, if I sue IRON VALLEY TUBING, I agree that I will only sue it, whether on my own behalf or on behalf of a family member, in the Court of Common Pleas of Lebanon County or in the United States District Court for the Middle District of Pennsylvania. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect. Furthermore, by signing this waiver I consent to your use of my image, likeness, actions and statements in connection with any live or recorded audio or photograph while snow tubing at Iron Valley Tubing.

I hereby represent the following to be true: (1) There are no health-related issues which preclude my safe participation in these recreational sports and activities; (2) I have carefully read and understand this agreement; (3) I have had an opportunity to ask any questions I have about this agreement; (4) I am aware that by signing this agreement I am waiving certain legal rights including the right to sue; (5) I accept the terms of this agreement and intend to be legally bound by these terms; and (6) I hereby represent that I am at least 18 years of age, physically fit and of sound mind and body, and capable of giving this release for myself or for my child/ward under the age of 18.

By signing this form, I grant Iron Valley Tubing, its representatives and employees the right to use photographs of me that I publically post on Iron Valley Tubing's Facebook and/or Twitter accounts. I authorize Iron Valley Tubing to copyright, use and publish the same in print and/or electronically. I agree that Iron Valley Tubing may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, advertising, and web content.

Intending to be legally bound hereby, I set forth my hand and seal below.

Participant's Signature: X _____ Date: _____

(If the participant is under the age of 18, the parent or guardian must also sign the section below)

Address: _____

Phone: _____ E-mail: _____

Parent or Guardian's Signature: X _____ Date: _____

Print Parent or Guardian's Name: _____