

**PURGATORY RESORT  
FULL RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT  
FOR TUBING**

**PLEASE READ CAREFULLY BEFORE SIGNING.  
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS**

I understand and EXPRESSLY AGREE to the fact that TUBING and related activities are EXTREMELY HAZARDOUS including, without limitation, the risks of PERSONAL INJURY AND/OR DEATH or property damage which could occur from these activities and the risks of loading, riding and unloading the lift, uneven terrain, collisions with natural, man-made and other objects or persons, and all of the other risks that are included in participation in outdoor activities in a mountain environment. I realize that the tube used to ride the tubing terrain provides NO DIRECTIONAL CONTROL and NO BRAKING OR STOPPING DEVICE. I understand that such an activity includes HAZARDS AND RISKS, that the tube is solely a user controlled device, that the TUBE MAY TIP OVER OR MAY LEAVE THE TUBING CHUTE, that HIGH SPEEDS may be reached, that injuries do occur and that, by my signature below, I VOLUNTARILY ASSUME ALL RISKS of any INJURY OR DEATH RESULTING FROM MY PARTICIPATION IN THIS ACTIVITY AND AGREE TO FOLLOW ALL POSTED AND VERBAL INSTRUCTIONS. I also agree to remain alert and to act in a careful and prudent manner at all times to safeguard myself and others as much as possible.

I understand and agree that INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF THIS ACTIVITY. I have made a VOLUNTARY CHOICE to participate in TUBING and related activities myself or allow my child(ren) to do so despite the risks they present. In consideration of PURGATORY RESORT making TUBING and related activities available to me and/or my child(ren), I EXPRESSLY AGREE that I freely accept and voluntarily assume ALL RISKS OF PERSONAL INJURY OR DEATH or property damage for myself and my child(ren) and FULLY RELEASE PURGATORY RESORT and its agents, employees, directors, officers, and volunteers FROM ANY AND ALL LIABILITY for personal injury, death or property damage which results IN ANY WAY from my or my child(ren)'s participation in this ACTIVITY, including any caused by NEGLIGENCE, condition on or about the premises and facilities or the operations of the ski area including, but not limited to, grooming, snow making, lift operations while loading or unloading, other tubers or skiers or any other activities related to TUBING and ACCEPT MYSELF THE FULL RESPONSIBILITY FOR ANY AND ALL such damages or injury of any kind which may result TO ME OR MY CHILD(REN).

In addition, the undersigned parent/guardian signed below represents to PURGATORY RESORT that they have the authority to enter into this contract on behalf of said MINOR(S) and on behalf of any other parent or guardian of said MINOR(S) and AGREES TO DEFEND AND INDEMNIFY and hold harmless PURGATORY RESORT from any and all claims arising from this contract brought on behalf of said minor(s) or any parent/guardian thereof, even if caused by NEGLIGENCE and even after the minor(s) has attended majority, of from third parties injured by the minor(s), and hold PURGATORY RESORT, its representatives, agents, affiliates, officers, directors, servants and employees harmless from any such claim, legal action, harm, injury, damages of loss to person and/or property.

I, the undersigned, HAVE READ AND UNDERSTAND, the terms of the above Full Release from Liability and Indemnity. Agreement and I am signing it freely and of my own accord, realizing IT IS BINDING upon me, my heirs, assigns and in the event I am signing it in behalf of ANY MINOR(S), that I have FULL AUTHORITY TO DO SO REALIZING ITS BINDING EFFECT ON THEM as well as me.

In exchange for, and in consideration of PURGATORY RESORT making the ski area available to me and my child(ren) for participation in the ACTIVITY of TUBING in its various forms, I CONTRACTUALLY AGREE that any and all disputes between myself and PURGATORY RESORT arising from riding the lift and/or participating in TUBING and including any claims for personal injury and/or death, will be GOVERNED BY THE LAWS OF THE STATE OF COLORADO and the EXCLUSIVE JURISDICTION thereof will be in the state of federal courts of the STATE OF COLORADO.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW I AM RELEASING MY LEGAL RIGHTS AS WELL AS THOSE OF ANY MINOR(S) FOR WHOM I AM SIGNING.

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT  
Or Parent of Guardian of Participants if under 18 years of age

DATE \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME(S) OF PARTICIPANTS – please print clearly  
Date(s) or Season \_\_\_\_\_