SHANTY CREEK RESORTS

TUBING PARK RELEASE OF LIABILITY, HOLD HARMLESS & INDEMNIFICATION 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 Shanty Creek Resort's tubes and the Shanty Creek Tubing Park ("Tubing Park") has many risks and dangers which may result in personal injury, paralysis or death (collectively "injuries"), including, but not limited to: collisions with walls/sides of the tubing runs, with other tubers or bystanders or other structures or debris in or near the Tubing Park area and run-out area; the chance of falling out of the tube; injuries sustained while using the conveyer lift system, injuries caused b equipment or tube failure or malfunction, negligence of other participants, and negligence on the part of Shanty Creek Resorts, Trinidad Resort & Club, LLC, their agents, owners and employees. I realize that injuries during participation in tubing activities are a common occurrence and that snow and tubing 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 I acknowledge that NO WARRANTIES are being extended to me and/or the Minor with respect to any aspect of tubing.

In consideration of Shanty Creek Resorts allowing me and/or the Minor to tube, use Shanty Creek Resorts' related equipment, area facilities and parking area, I EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH MY AND/OR THE MINOR'S PARTICIPATION IN TUBING AND ALL OTHER ACTIVITIES AT SHANTY CREEK RESORTS AND SHANTY CREEK TUBING PARK INCLUDING BUT NOT LIMITED TO THE POSSIBILITY OF SERIOUS PERSONAL INJURIES, DEATH, AND PROPERTY DAMAGE. In further consideration, I hereby **Release, Hold Harmless, Indemnify and Defend** Shanty Creek Resorts, Trinidad Resort & Club, LLC and their employees, owners, officers, representatives, directors, shareholders, agents, affiliates, volunteers and vendors (collectively "Shanty Creek Resorts") from any and all claims, actions, losses, suits, damages, and allegations, including claims or actions brought by any person, including but not limited to the Minor below (if applicable) in relation to or in any way arising out of my participation, or the participation of the Minor, in tubing at the Tubing Park and any and all claims related to or arising from incidents that occurred prior to, on and/or following the date of this release including, but not limited to: allegations of negligence, including the negligence of Shanty Creek Resorts, breach of contract, breach of any statutory or other duty of care, and breach of express or implied warranty. I further agree to **Indemnify, Hold Harmless and Defend** Shanty Creek Resorts from any damage, costs or expenses, including actual attorney fees and costs, without limitation, which Shanty Creek Resorts may sustain in relation to or arising out of my and/or the Minor's participation in tubing or other activities available at Shanty Creek Resorts, including the Shanty Creek Tubing Park. I, the undersigned, have read and understand the terms of this **Release, Hold Harmless and Indemnification Agreement**, understand its contents, have authority to enter into it and am voluntarily signing it freely and of my accord and accord of the Minor, with full knowledge of its significance and realizing it is binding upon myself, the Minor, and my and the Minor's subrogors, distributes, heirs, next of kin and assigns, and in the event that I am signing it on behalf of any minors, that I have full authority to do so, realizing its binding effect on the minors as myself.

I authorize the taking of photos and/or videos during my or the Minor's participating in tubing activities. I authorize use of the photos/videos in advertising, displays, web sites, social media, all forms of electronic media, brochures, or publications without notification. I waive any and all rights to privacy in the photos/videos, the right to approve the finished photos/videos, printed or electronic matter and the right to arising from or related to the use of the photos and/or videos. Shanty Creek Resorts is not liable for any theft or loss of personal property, including jewelry or other personal items. Any provision of this **Release, Hold Harmless andIndemnification Agreement** which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect. I acknowledge that this activity is taking place in the State of Michigan and I further agree that only the laws of the State of Michigan shall apply in the construction or application of this Agreement.

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

Name Participants must be 36" or taller to ride tubes.	**Age**	**Signature (Parent/Guardian signature if under 18)**	**Email Address**	**Date**

Name	Age	Signature (Parent/Guardian signature if under 18)	Email Address	Date

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