Trollhaugen

TROLLHAUGEN INC. TUBING RELEASE OF LIABILITY

(PLEASE PRINT CLEARLY)

Last Name_____ First Name_____

Last Name_____ First Name _____

Family Member Names (under 18) _____ _____

_____ _____

_____ _____

Street Address_____

City _____ State ____ Zip _____ Phone _____

I accept for use, as is, the tubing equipment and accept full responsibility for its care while in my possession. I agree to hold harmless and indemnify Trollhaugen, Inc. and its owners, agents and employees, as well as the equipment manufacturers and distributors, for all loss or damage I may cause to this equipment, except reasonable wear and tear.

I agree to hold harmless and indemnify Trollhaugen, Inc. and its owners, agents and employees, as well as the equipment manufacturers and distributors, for any and all loss or damage I may cause to person or property while engaged in snow tube related activities. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage that may arise out of the use of the equipment, or any equipment regardless whether such loss or damage be caused to myself or to others.

I hereby release Trollhaugen, Inc. and its owners, agents and employees, as well as the equipment manufacturers and distributors, from any and all liability to me or my property resulting from their own acts of negligence. I understand that Trollhaugen, Inc. and its owners, agents and employees, as well as the equipment manufacturers and distributors, are not responsible for the consequences of their own negligence, that is, their failure to use reasonable care in any way in operation of this rental center and tubing hill, as well as the installation, maintenance, selection, adjustment and use of this rental equipment. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damages, personal injury or death as the user of this equipment. I authorize Trollhaugen Patrol to administer treatment in the event of any injury to myself or to the minor for whom I am signing.

I understand and am aware that snow tubing is a HAZARDOUS ACTIVITY. I understand that snow tubing and the use of snow tubes involves a risk of injury to any and all parts of my body. I hereby freely and expressly assume and accept responsibility for any and all risks of injury or death while participating in this activity. I understand and am aware that the snow tube furnished could be HAZARDOUS to my well being while snow tubing. I also understand and agree that it is important to my safety to pay attention while loading, riding and unloading lifts, and I agree that I will not attempt to load, ride or unload a lift unless familiar with the proper way to do so. I understand I must observe all verbal and posted warnings or instructions and I must keep off closed lanes and out of closed areas.

I agree that if any portion of this agreement is determined to be unenforceable by a court of law, all other parts of the agreement shall remain in full force and effect. I further agree that any claim I may bring against Trollhaugen, Inc. shall be filed in the State of Wisconsin and I further agree that only the laws of the State of Wisconsin shall apply in the construction or application of this agreement.

I have read the above paragraphs and fully understand them. I have made no misrepresentation to Trollhaugen, Inc. regarding my name, address, age or height. I agree that there have been no warranties, expressed or implied, which have been made to me beyond the information written on this form. I, the undersigned, acknowledge that I have read this agreement and release of liability and I understand its contents. I understand that my signature below expressly waives any rights I may have to sue Trollhaugen, Inc. for injuries and damages.

Adult Signature_____ Date_____

Adult Signature_____ Date_____