

Ski Dry Hill, Inc. / Dry Hill Ski Area TUBING ASSUMPTION OF RISK AGREEMENT 2025-2026

PLEASE READ CAREFULLY. THIS MAY AFFECT YOUR LEGAL RIGHTS

1. Express Assumption of Risk

I understand that snowtubing at Dry Hill Ski Area involves significant risks of serious injury or death from, including but not limited to, variations in the steepness, Contour and configuration of the runs, shoots and run out area and variations in the sliding surface, fences and/or barriers at or along portions of the area, the absence of such fences and/or barriers and the inability of fences and/or barriers to prevent or reduce injury, changes in the speed at which snow tubes travel depending on service conditions, and the weight of the snow tubers, slipping and falling on snow, ice or other surfaces in the tubing area and throughout the resort, the chance that a patron can fall out, be thrown out or otherwise leave the snow tube, the chance that a snow tube can go from one run into another run, regardless of whether or not there is a barrier between runs, and the chance that a snow tube can go up and over the run out hill, the chance that a snow tube can go up the run out Hill and then slide back into the general run out area, collisions in the run out area and other locations of the snow tubing facility, collisions happening between snow tubes, collisions between snow tubes and other patron(s), collisions between a snow tube and the snowtubing facility attendant, collisions between snowtubing patrons who may or may not be in or on a snow tube at the time of the collision and other sorts of collisions, and collisions with motor vehicles, lane barriers, fixed objects, obstacles or structures located within or outside the snowtubing facility.

2. Participation of Minor

If I am the parent or guardian of the minor on whose behalf I have signed this agreement, I have explained the risks inherent to snowtubing at Dry Hill Ski Area to my child in an age-appropriate manner and he/she has acknowledged that he/she understands and accepts those risks. As parents and/or natural guardians of the above-named minor, I hereby give permission for my child or ward to participate in the aforementioned activities. I have read and understand the above ASSUMPTION OF RISK AGREEMENT, and on my behalf and on behalf of my child or ward, I agree to all terms contained therein. I have read and explained those risks and responsibilities to my child in an age-appropriate manner and he/she has acknowledged that he/she understands and agrees to accept them.

3. Right of Privacy Release

I agree to the photographing, filming, or videotaping of my appearance while visiting Dry Hill Ski Area and the reproduction of such materials by Ski Dry Hill Inc. I agree that Ski Dry Hill Inc is, and will be, the sole owner of all rights in and to the Materials and the reproductions thereof. Ski Dry Hill, Inc shall have the right, among other things, to reproduce the Materials one or more times for any and all lawful purposes, including the promotion of Ski Dry Hill, Inc's business. Ski Dry Hill Inc shall also have the

right to use my name, portrait, picture and biographical material for such purposes. I agreed to hold Ski Dry Hill Inc and any third parties harmless against any liability, loss or damage, including reasonable attorneys' fees, caused by, or arising from, the photographing and reproduction of my appearance for the Materials.

4. Effect on Legal Rights

I have read this agreement carefully and understand its contents. I have read this agreement to my child and he/she has acknowledged that he/she understands its content. I am aware that the agreement includes an Express Assumption of Risk. I understand that this agreement may affect legal claims for damages in the event of death or any injury to me or my child. I acknowledge that any questions I or my child may have about this agreement or the risks inherent in snow tubing at Dry Hill Ski Area have been answered to me and my child's satisfaction. I have signed this document of my own free will.

5. Controlling Law/Venue

The Undersigned further agree and understand: (a) Renter will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this agreement shall be governed by the laws of the State of New York, and the exclusive jurisdiction for any claim shall be the Supreme Court of the State of New York, Jefferson county, New York or the United States District Court for the Northern district of New York; (c) this agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) the Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Undersigned that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

Participant Name (s):

_____	_____
_____	_____
_____	_____

Participant Signature:

Date: _____

Parent/Guardians/Agent: I verify that I am the parent, guardian, or agent of the Equipment User and that I have authority to enter into this agreement on behalf of the Equipment User and I agree to be bound by the terms of this warning, Assumption of Risk, Liability Release, Indemnity and Hold Harmless Agreement and Agreement Not to Sue.