



**SNOWTUBING, SNOWSHOEING, CROSS-COUNTRY SKIING, ICE SKATING, ICE TRACTION HIKING AND OTHER ICE SPORTS USE AGREEMENT AND EXPRESS ASSUMPTION OF RISK
YOU CAN BE INJURED WHILE SNOW TUBING, SNOWSHOEING, CROSS-COUNTRY SKIING, ICE SKATING, ICE TRACTION HIKING AND PARTICIPATING IN OTHER ICE SPORTS.**

PLEASE READ CAREFULLY:

I accept for use, as is, the equipment listed on this DOCUMENT and accept full responsibility for its care while it is in my possession. I agree to hold harmless and indemnify SMILEY BROTHERS INC. D/B/A MOHONK MOUNTAIN HOUSE and its owners, agents, and employees for all loss or damage I may cause to this equipment, except for reasonable wear and tear.

I understand the risks associated with the use of this equipment, and I AGREE TO ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH while using this equipment. I further understand and am aware that snowshoeing, snow tubing, cross-country skiing, ice-skating, ice traction hiking and other ice sports are DANGEROUS, HAZARDOUS SPORTS AND INJURIES CAN BE SERIOUS AND EVEN FATAL. I have made no misrepresentations to SMILEY BROTHERS INC. D/B/A MOHONK MOUNTAIN HOUSE about my name, address, or other information.

I WILLINGLY AND FREELY accept and understand that snowtubing, snowshoeing, cross-country skiing, ice skating, ice traction hiking and other ice sports are DANGEROUS and HAZARDOUS activities with inherent risks. I agree that the phrase "inherent risks" means those risks listed in this agreement, or those that can be reasonably inferred therefrom. I also agree that these inherent risks are both obvious and necessary to the sports of snowtubing, snowshoeing, cross-country skiing, ice skating, ice traction hiking and participating in other ice sports. These risks include, but are not limited: to variations in snow, steepness and terrain; trail side drop-offs; ice and icy conditions; moguls; rocks; trees and other forms of forest growth or debris (above or below the surface); bare spots and other forms of natural or man-made obstacles; other snow tubes or persons; snow conditions which vary constantly because of weather changes and snowtubing use; collisions with other tubers and employees; collisions with concrete, wood, metal and other surfaces and equipment on the premises; collisions with other skaters; obstacles; other individuals using the area; ice conditions which vary because of weather and use; trips, slips, falls and spills onto the ice surface; poles, guy wires and utility lines; trail fences and control nets, and the absence of such fences and nets, and other forms of natural or man-made obstacles whether visible or hidden, in and/or off designated trails; collisions with equipment, obstacles, or other individuals using the area; snow conditions which vary constantly because of weather changes and cross-country skiing, snowshoeing, and ice traction hiking use. All the inherent risks that exist in snowtubing, snowshoeing, cross-country skiing, ice skating, ice traction hiking and participating in other ice sports present the risk of serious and/or fatal injury. I HEREBY ACKNOWLEDGE, ACCEPT AND FREELY AND EXPRESSLY ASSUME, ALL RISKS OF INJURY TO ANY OR ALL PARTS OF MY BODY, AND/OR DEATH THAT EXIST IN SNOWTUBING, SNOWSHOEING, CROSS-COUNTRY SKIING, ICE SKATING, ICE TRACTION HIKING AND PARTICIPATING IN OTHER ICE SPORTS WHILE USING THE PREMISES OR FACILITIES OF MOHONK MOUNTAIN HOUSE.

In consideration of using Mohonk Mountain House's facilities, premises, and/or equipment, I AGREE NOT TO SUE SMILEY BROTHERS INC. D/B/A MOHONK MOUNTAIN HOUSE or their employees or agents if I am hurt while using any of the foregoing. I ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES OR INJURY TO MYSELF OR INJURY OR DAMAGE THAT I CAUSE TO OTHERS. I agree to hold harmless and indemnify SMILEY BROTHERS INC. D/B/A MOHONK MOUNTAIN HOUSE and its owners, agents, and employees from and for all liability, including claims of NEGLIGENCE, for property damage or injury to myself or to any other persons that:

- Occurs as a result of, or related to, my use of Mohonk Mountain House's facilities, premises and/or equipment;
- Is related to instruction I may receive about snowtubing, snowshoeing, cross-country skiing, ice skating, ice traction hiking and participating in other ice sports or the selection, adjustment and/or maintenance and use of the snow tube, ice skates, ice traction devices and other ice sports equipment, cross-country skis or snowshoes or other equipment that I am renting or using and/or;
- Occurs while I am engaged in these HAZARDOUS sporting activities.

This agreement is governed by the applicable law of New York. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I further agree that any dispute arising out of this contract and/or from any use by me of any of the premises or facilities at the Mohonk Mountain House shall be litigated exclusively in the Courts of the State of New York, Ulster County, which shall have the exclusive jurisdiction over every party in connection with any such dispute, controversy, cause of action, lawsuit or claim.

I hereby accept the terms and conditions of this contract. This document consists of the final and entire agreement between the user and SMILEY BROTHERS, INC. D/B/A MOHONK MOUNTAIN HOUSE. SMILEY BROTHERS, INC. D/B/A MOHONK MOUNTAIN HOUSE provides NO WARRANTIES, express or implied, and the snow tube, snowshoe, cross-country skis or equipment, ice traction devices, ice skate and other ice sports equipment, if provided, is accepted "AS IS." I, the undersigned, acknowledge that I have carefully read and completed this agreement and express assumption of risk contract and I fully understand its contents.

GUEST SIGNATURE: _____ DATE: _____

STAFF SIGNATURE: _____ DATE: _____

I verify that I am the parent or guardian of the minor. I have authority to enter into this agreement on behalf of the minor. I agree to be bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minor's use of this equipment and the snowtubing, snowshoeing, cross-country skiing, ice skating and other ice sports facilities, and I agree to indemnify and hold harmless SMILEY BROTHERS INC. D/B/A MOHONK MOUNTAIN HOUSE from any claim brought by, or on behalf of the minor.

PARENT'S SIGNATURE: _____ DATE: _____
(If user is a minor) (ed 11/02)

PARTICIPANTS INFORMATION

Guest Name: _____	Room # _____
Address: _____	
City: _____	State: _____ Zip: _____
Date of Birth: _____ (Requires Parent or Guardian Signature Under 18)	
Background Information: Please denote any existing medical conditions which may impact your ability to safely snowtube, snowshoe, cross-country ski, ice skate, and ice traction hike or participate in other ice sports.	

