



TUBING ASSUMPTION OF RISK AND PARTICIPATION AGREEMENT

On behalf of myself and the minor participant(s) identified (if any), I request authorization to participate in the voluntary recreational activity of Tubing ("Tubing" or the "Activity"). In consideration for being permitted to participate in the activity of Tubing, and the use of Wintergreen's facilities, I, on behalf of myself, and the minor participant(s) identified (if any), agree to comply with all of the rules, terms and conditions contained in this Assumption of Risk and Participation Agreement ("Agreement").

1. Notice and Assumption of Risk: There are risks involved in participating in the activity of Tubing. The risks include, but are not limited to, varying weather, speed of travel, terrain, snow and ice conditions, falling off the tube, collisions with objects, deceleration mats, other tubes or people, and riding the lift. I understand these risks can lead to serious injury or death and that I, and the minor participant(s) identified (if any), could be injured participating in the activity of Tubing. **I am aware of these risks and voluntarily assume for myself, and for the minor participant(s) identified (if any), the risks of all injuries, death and property damage related to or arising out of participation in Tubing activities.**

2. Participation is Voluntary: I understand that participation in Tubing activities is voluntary. I agree that I will only participate in Tubing activities if I voluntarily accept the risks related to the Activity and accept all of the terms of this Agreement. I agree that if I do not accept the risks related to the Activity, and the terms of this Agreement, that I will not participate in the Activity, and that I will not permit the minor participant(s) identified (if any) to participate in the Activity. I understand that if I do not voluntarily accept the risks related to the Activity and terms of this Agreement, I can return my Tubing ticket for a **FULL REFUND** before participating in the Activity.

3. Rules & Safety: As a condition of being permitted to participate in the Activity, I certify that I, and the minor participant(s) identified (if any), will read and review the applicable safety rules, policies and information provided by Wintergreen. I understand that it is my responsibility to make myself aware of the applicable safety rules, policies and information. I understand that safety information is available both at the Tubing park and online at: <https://www.wintergreensort.com/activity/tubing/>. I agree that I will not participate in the Activity, and I will not permit the minor participant(s) identified (if any) to participate in the Activity, until after I have read and understand the safety rules, policies and information provided by Wintergreen. If I have any questions or concerns regarding the Activity, I will address those questions or concerns with a Wintergreen representative prior to participating In the Activity.

4. Medical Concerns & Assistance: I understand that participating in Activity involves physical activity. I understand that it is my responsibility to determine whether I am sufficiently fit, healthy and skilled to safely participate in the Activity. By choosing to participate, I certify that I am in good health and do not have any physical or mental conditions that may affect my ability to safely participate in the Activity. I understand that I, and the minor participant(s) identified (if any), may be injured while participating in the Activity and may require first aid/medical assistance. On behalf of myself, and the minor participant(s) identified (if any), I consent to receive first aid/medical assistance. I agree to be responsible for all reasonable costs and expenses related to any first aid/medical assistance provided.

5. Minor Participants: If I am purchasing a Tubing ticket on behalf of a minor participant, I represent and certify to Wintergreen that I am authorized to purchase the Tubing ticket on behalf

of the minor participant and that I am authorized to enter into this Agreement, and accept the terms and conditions of this Agreement, on behalf of the minor participant.

6. Release of Claims: In consideration for being permitted to participate in the Activity, I, on behalf of myself and the minor participant(s) identified (if any), agree to release Wintergreen Pacific LLC d/b/a Wintergreen Resort ("Wintergreen"), and its parents, subsidiaries, affiliates, owners, officers, directors, employees, agents and representatives (collectively "Released Parties") from any and all claims, lawsuits, actions, losses and damages that relate or pertain to the Activity or to this Agreement.

7. Indemnification: In consideration for being permitted to participate in the Activity, and the use of Wintergreen's facilities, I, on behalf of myself and the minor participant(s) identified (if any), agree to indemnify and hold harmless the Released Parties from any claims, losses, costs and expenses, including attorneys' fees, that relate or pertain to the Activity, to this Agreement or the use of Wintergreen's facilities. I agree to do so regardless of whether the Released Parties were allegedly negligent.

8. Disputes, Venue, Severability: On behalf of myself and the minor participant(s) identified (if any), I agree that any dispute arising under this Agreement or relating to the Activity shall be submitted to mediation prior to filing a lawsuit. Only after mediation has been conducted may a lawsuit be filed. I agree that any lawsuit that relates or pertains to the Activity or this Agreement shall be filed in the Circuit Court of Nelson County, Virginia or in the U.S. District Court for the Western District of Virginia (Charlottesville Division).

9. Severability: I agree that if any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

10. Acceptance of Terms: On behalf of myself and the minor participant(s) identified (if any), I certify that I have read and understand this Agreement, and that I voluntarily agree to its terms on behalf of myself and the minor participant(s) identified (if any). I agree that if I do not accept ALL of the terms of this Agreement, then I will not participate in the Activity. I further warrant and represent that I have the authority to enter into this Agreement on behalf of myself and the minor participant(s) identified (if any).

**I HAVE READ AND UNDERSTAND THIS AGREEMENT
I ACCEPT AND AGREE TO ITS TERMS VOLUNTARILLY**