

**YUNG-SAM SKI, LTD.**  
**t/a Mount Peter Ski Area**  
**ASSUMPTION OF RISK AGREEMENT**

PLEASE READ CAREFULLY. THIS MAY AFFECT YOUR LEGAL RIGHTS.

**1. Express Assumption of Risk**

I understand that snowtubing at Mt. Peter involves significant risks of serious injury or death from, including but not limited to, variations in the steepness, contour and configuration of the runs, chutes and run out area and variations in the sliding surface, fences and/or barriers at or along portions of the area, the absences 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 surface 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 snowtubing facility, collisions happening between snow tubes, collisions between snow tubes and other patron(s), collisions between a snow tube and a 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**

I am the parent or guardian of the minor on whose behalf I have signed this agreement. I have explained the risks inherent snowtubing at Mt. Peter to my child in an age appropriate manner and he/she has acknowledged that he/she understands and accepts those risks.

**3. Right of Privacy Release**

I agree to the photographing, filming, or videotaping of my appearance while visiting Mt. Peter and the reproduction of such materials by Yung-Sam Ski, Ltd. and its corporate affiliates for Mt. Peter's marketing materials ("Materials").

I agree that Yung-Sam Ski, Ltd. is, and will be, the sole owner of all rights in and to the Materials and the reproductions thereof. Yung-Sam Ski, Ltd. 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 Yung-Sam Ski, Ltd.'s business. Yung-Sam Ski, Ltd. shall also have the right to use my name, portrait, picture and biographical material for such purposes.

I agree to hold Yung-Sam Ski, Ltd. 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 contents. 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 of 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 snowtubing at Mt. Peter have been answered to my and my child's satisfaction. I have signed this document of my own free will.

**5. Controlling Law/Venue**

I agree that the terms of this agreement are binding on me and my child and shall be governed by the laws of the State of New York. I also agree that any legal action relating to my or my child's snowtubing at Mt. Peter or this agreement will be brought in the New York State Supreme Court, County of Orange, or the United States District Court for the Southern District of New York.

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Email	Phone Number
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Mailing Address
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Print Participant's Name	Date of Birth	Participant's Signature	Date
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Print Participant's Name	Date of Birth	Participant's Signature	Date
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**Parent Agreement - Required for Participants Age 18 and Younger**

As parent and/or natural guardian 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.

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Print Participant's Name	Date of Birth	Parent's Signature	Date
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Print Participant's Name	Date of Birth	Parent's Signature	Date
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Print Participant's Name	Date of Birth	Parent's Signature	Date
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