

HAWKSNEST SNOW TUBING LIABILITY WAIVER AND AGREEMENT

By signing this agreement, I acknowledge that I understand that snow tubing is hazardous and may result in serious injury, perhaps even death. By signing this agreement I acknowledge that I have read this liability waiver and agreement and that I am waiving any claim as set forth herein for myself and those minor children for whom I am guardian or acting in *loco parentis*. In consideration of being permitted to purchase a ticket and use the snow tubing facilities, I hereby release, waive, discharge and covenant not to sue **Hawksnest SnowTubing, Inc., Hawksnest Zip Line, Inc.** their employees, officers, directors, managers and representatives from all liability to me, the minor children for whom I am guardian or acting in *loco parentis*, and my and their personal representatives, assigns, heirs and next of kin from any and all loss or damage including personal injury and/or death and any claims or demands therefore on account of injury whether caused by negligence of those being released herein or otherwise while I or those in my charge are in or upon the snow tubing facilities, the parking lot, and all property owned by those herein being released. I hereby agree to fully assume the inherent risk and full responsibility of bodily injury, death or property including harm due to the negligence of those being released herein and assume the risk on behalf of those for whom I am guardian and/or acting in *loco parentis* while in or upon the property of those being released herein. I acknowledge and agree that there are inherent risks of serious bodily injury and/or death and the purpose of this liability waiver and agreement is to be as broad and inclusive as permitted by the law of the state of North Carolina and that if any portion hereof be held invalid, I do expressly agree that the balance shall notwithstanding, continue in full legal force and effect. I further agree to the irrevocable and unrestricted right to use and publish photographs of me and those minors in my charge, or in which I may be included, for editorial trade, advertising, and any other purpose and in any manner and medium.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing. Hawksnest has put in place preventative measures to reduce the spread of COVID-19; however, Hawksnest cannot guarantee that you or your child(ren) will not become infected with COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I maybe exposed to or infected by COVID-19 by attending participating in snow tubing and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Hawksnest may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Hawksnest employees, program participants and their families. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Hawksnest, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Hawksnest, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club program.

Initials _____ I further agree to follow instructions of Hawksnest signs and employees while understanding I am an active participant during snow tubing session and make sure those minor children for whom I am guardian and/or loco parentis know and follow Hawksnest signs and instructions of Hawksnest employees.

The undersigned has read and voluntarily signs this Snow Tubing Liability Waiver and Agreement on behalf of myself and all minor children for whom I am guardian and/or acting in loco parentis.

Signature

Printed Name

Date

Names of and ages of Family members and all minor children for whom I am guardian and/or acting in *loco parentis* utilizing these tickets:

