

Release of Liability

The ticket purchaser ("Participant") understands that skiing, snowboarding, inner tubing and other snow sliding sports can be hazardous and that injuries are common. Participant accepts and assumes the risks associated with inner tubing, including, but not limited to, weather, variations in steepness and terrain, snow/ice conditions, avalanches, surface or sub surface conditions, bare spots, creeks and gullies, forest growth, rocks, stumps, the use of snow cat transportation, the use of lifts, collisions with natural or man made objects or other persons, defective tubing/skiing equipment, grooming and snowmobile equipment, lift towers and other structures and their components, falling, loss of control, selection of terrain, and exceeding one ability. Participant is the sole judge of his/her ability to negotiate any terrain or perform any maneuver, whether or not directed by someone else. Participant hereby assumes all risk of injury and death associated with inner tubing, snowboarding, skiing.

In consideration for the use of any facilities, services, equipment, transportation, and premises, participant agrees to release and indemnify Diamond Lake Improvement Company and it's owners, partners, employees, directors, officers, agents, and affiliated companies ("Diamond Lake") from all claims by or on behalf of Participant against Diamond Lake arising directly or indirectly out of participant's participation in tubing/skiing/snowboarding or use of any Diamond Lake facilities, services, transportation, equipment or premises. This release includes claims arising from any cause whatsoever, including, but not limited to, negligence on the part of Diamond Lake. Participant also agrees to indemnify (including cost and attorney fees) Diamond Lake for any claim brought on behalf of any minor.