

TUBING HILL

Participant Agreement, Release and Assumption of Risk

In consideration of the services of Inspiration Hills their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "IH"), I hereby agree to release, indemnify, and discharge IH, on behalf of myself, my children, my heirs, assigns, personal representative and estate as follows

- 1) I acknowledge that participation in tubing entails known and unanticipated risks that could result in physical injury, or death. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: slips, falls, sprains, strains, broken bones, frostbite, hypothermia, and death.
- 2) I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 3) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Inspiration Hills from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of IH's equipment or facilities.
- 4) I also agree to follow all posted rules for use and verbal instructions given on my behalf.
- 5) Should I or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 6) I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- 7) In the event that I file a lawsuit against IH, I agree to do so solely in the state of Iowa, and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against IH on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature _____ Print Name _____

Address _____

Phone _____ Date _____

For Participants under age 18

In consideration of _____ (print minors name)(Minor) being permitted by IH to participate on the tubing hill, I further agree to indemnify and hold harmless IH from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent/Guardian _____ Print Name _____ Date _____