



ACTIVITY RELEASE OF LIABILITY & PHOTO RELEASE

In exchange for participation in the activity of the **Starlit Snow Tubing Party** (the "Event") organized by GetKnit, LLC ("GetKnit, LLC"), and/or for the use of the property, facilities and services of Wild Chutes Snow Tubing (the "Facilities"), I agree for myself and (if applicable) for the members of my family, to the following:

1.0 I (the "Participant") agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by GetKnit, LLC, or the employees, representatives, or agents of GetKnit, LLC.

2.0 I acknowledge that I am aware of the inherent risks of participating in the activities; I appreciate that these risks may include serious property damage, bodily injury, and death; I voluntarily choose to encounter these risks anyway; and I assume all responsibility for any damage, injury, or death that may result, not only from own actions, inactions, or negligence, but the actions, inactions, or negligence of others. In consideration of my participation, I release and discharge GetKnit, LLC for injury, loss or damage arising out of my or my family's participation in the Event and/or our use of or presence upon the Facilities, whether caused by the fault of myself, my family, GetKnit, LLC or other third parties.

3.0 I agree to indemnify and defend GetKnit, LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of the Facilities or participation in the Event.

4.0 Additionally, as a participant I hereby authorize GetKnit, LLC and the Facilities to take photographs of myself, the Participant and to use or publish such photos (either still photos or film/video) as they see fit and I *waive any rights and any claims I might have regarding the taking or publishing of any such photos.*

5.0 I agree to pay for all damages to the Facilities caused by my or my family's negligent, reckless, or willful actions.

6.0 Any legal or equitable claim that may arise from participation in the above shall be resolved under Minnesota law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____ Signature: _____

Participant Printed Name: _____ Phone: _____

In case of an emergency, please call _____ (print please)

(Relationship: _____) at: _____ (Primary Phone)