

 **Ober Gatlinburg.**
TUBING RELEASE

I accept responsibility of the care of the tube while in my use.

I understand there are inherent and other risks in tubing and that serious injuries can happen. These risks may include, but are not limited to, changes in tubing conditions; changes or variations in steepness or configuration of the tubing chutes and runoff area; contact with fences or barriers at or along portions of the tubing area, or the absence of such fences or barriers, or the inability of such fences or barriers to prevent or reduce injuries; changes in tubing speed depending on surface conditions or weight of tubing patrons; falling out of tubes; collisions with obstacles both natural and manmade including collisions with tubing side walls, surfaces and end berms; collisions with fixed objects and equipment within or outside of the tubing area; and collisions with other tubers. I am aware that weather and conditions change constantly and affect tube performance. I understand that despite the best efforts of Ober Gatlinburg, Inc. serious or fatal injury may occur.

By signing this agreement, on behalf of myself and/or my child, I hereby agree to release, defend, indemnify and hold harmless Ober Gatlinburg, Inc. and its owners, directors, officers, employees, and agents (hereinafter "Ober Gatlinburg") for all losses, damages, injuries and claims arising out of tubing activities and/or use of Ober Gatlinburg facilities, including but not limited to **ACTUAL OR ALLEGED NEGLIGENCE OF OBER GATLINBURG**. I further promise to bind myself, my heirs, administrators and executors to indemnify and to repay Ober Gatlinburg for any payments, awards, settlements, expenses or other sums of money (including reasonable attorney fees) that it may hereafter be compelled to pay because of claims by my myself and my minor child.

I also agree to give Ober Gatlinburg, Inc. permission to use my photograph and/or images in its promotional materials and publicity efforts.

Notwithstanding the above, if I sue Ober Gatlinburg, I agree that I will only sue it, whether on my own behalf or on behalf of a family member, in the Sevier County Circuit Court or the U.S. District Court, Eastern District, Knoxville, Tennessee, and that such action shall be governed solely by the laws of the State of Tennessee. I agree that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I agree that I have read this agreement and I have signed it voluntarily and with full understanding of its effect. If I am signing this agreement on behalf of a minor, I certify that I am the minor's parent or legal guardian, that I have authority to sign on the minor's behalf.

Date: _____ Participant Name: _____ Date of Birth: _____ Participant Signature: _____

Address: _____ City: _____ State: _____ Zip: _____ Phone: _____

IF PARTICIPANT IS UNDER 18: Parent/Legal Guardian Signature: _____ Birth Date: _____

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