

# KERBER'S

## TUBING RELEASE AND WAIVER AGREEMENT

### Adult Information

Date: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

[If applicable] Name of group/special event: \_\_\_\_\_

\* Please indicate number of people who will be tubing: **ADULTS:** \_\_\_\_\_ **MINORS:** \_\_\_\_\_

**Kerber's Inc.** (its owners, officers, employees, agents, representatives, parents, affiliates) has agreed to permit me to use the tubing facilities. Therefore, I agree to sign the following waiver which affirms that I have read all conditions and affirm that I:

- (1) understand that tubing is potentially hazardous and may result in serious injury or death. I understand that there are inherent and other risks involved in tubing. [Some of these risks include, but are not limited to, the use of the Magic Carpet mover and tubes, variations in steepness and terrain, ice and icy conditions, moguls, rocks, trees, and other forms of vegetation or debris (above and below the surface), bare spots, cables, utility lines, and other forms of natural or man-made obstacles, as well as collisions with equipment, obstacles, and other tubers. Chute conditions vary constantly because of weather changes and tubing use. The negligence of other tubers or of Kerber's Inc, may also create risks.]
- (2) accept all risks of tubing, whether specifically listed in paragraph (1) above or not.
- (3) will follow all rules, instructions, and directions provided by Kerber's Inc. If I do not, my ticket may be revoked, with no refund of the amount paid by me.
- (4) waive my right to bring any claims against Kerber's Inc. that arise out of or relate to my tubing, and to release Kerber's Inc. from liability for any such claims. [This waiver and release includes claims based upon negligence by Kerber's Inc.] I further agree that I will indemnify, hold harmless, and reimburse Kerber's Inc. for all losses (including attorneys' fees and costs) from any claims brought by any persons or entities arising out of or relating to my tubing.
- (5) agree that all disputes arising under this Release or from my use of the tubing facilities at Kerber's shall be litigated exclusively in the Court of Common Pleas of Westmoreland County, Pennsylvania.
- (6) grant Kerber's Inc. permission to use photographic and/or video images of me for the purpose of marketing, publicizing, and promoting the Kerber facilities. I waive any right to be compensated for the use of my image and release Kerber's Inc. from liability for any claims, where any such claim arises out of or relates to Kerber's use of my image.

**Adults:** I understand this Agreement and enter into it voluntarily. Please **PRINT AND WRITE your Name**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**Parents, guardians, or responsible adults:** I agree: (1) that I have discussed this Agreement with the minor(s); (2) that paragraphs 4 and 5 above apply to any claim by me related to the minor(s)' participation; and (3) to indemnify and hold Kerber's harmless for all losses (including attorneys' fees and costs) from any claims by or on behalf the minor(s) related to the minor(s)' participation.

### INFORMATION REGARDING MINORS

Last Name	First Name	AGE/Birth Date

NAME \_\_\_\_\_ DATE: \_\_\_\_\_

**Adult Signature: Parent, Guardian, or Responsible Adult**