



Name _____
(please print clearly)

Activity Date _____

Email _____

**Every Individual Must Have their Own Signed Waiver.
 No Multiple Person Waivers will be Accepted.**

Heritage Hills Golf Resort & Conference Center Release and Assumption of Risk Agreement (“Agreement”)

Notice of Risk: I, the undersigned, do hereby accept, understand and agree that the recreational sports and activities offered by Heritage Hills Golf Resort & Conference Center, including, but not limited to snow tubing and ice skating, (“recreational sports and activities”) carry inherent risks that could lead to serious injury or death. These risks include, but are not limited to: falling out of the snow tube; falling on the ice rink; traveling at various speeds; collisions with other tubers; collisions with other skaters; collisions with natural objects; collisions with associated equipment; variations in terrain; varying surface conditions such as: ice, ice chunks and wet or slushy snow; and the use of tubing lifts.

I further agree to inspect the tubing area and tubing slopes, the ice skating surface, tubes, skates, and all associated equipment prior to use of any of the same. I agree to read, understand, follow or ask for explanation of all rules and policies, including, but not limited to, the tubing responsibility codes and the ice skating responsibility codes, that are posted throughout the tubing and skating areas. I understand that I can ask for and will receive instructions on the use of the tubing slope, tubing lift, and/or the ice skating area prior to any use of the same.

I accept for use, AS IS, the tubing area and skating area, including the tubing slope, tubing lift, ice skating surface, tubes, skates and all other associated equipment.

Assumption of Risks: Understanding, acknowledging and agreeing to all of the risks involved, I hereby agree to expressly and voluntarily accept and assume all risks involved in the recreational sports and activities offered by Heritage Hills Golf Resort & Conference Center.

Release of Liability: In consideration of being allowed to participate in the recreational sports and activities offered by Heritage Hills Golf Resort and Conference Center, **I HEREBY AGREE TO NOT SUE AND TO RELEASE**, Heritage Hills Golf Resort and Conference Center, its owners, agents and/or employees, from any and all liability related to injury, property loss or other damages otherwise related to my use of the recreational facilities, regardless of any negligence on the part of Heritage Hills Golf Resort and Conference Center. I further agree to indemnify and defend the same, from any claim for liability related to any injury, property loss or other damages arising as a result of my, or my child’s, use of the recreational facilities, regardless of any negligence.

I agree that all disputes arising under this Agreement shall be litigated exclusive in the Court of Common Pleas of York County, PA or in the United States District Court for the Middle District of Pennsylvania. Further, the applicable laws of the state of Pennsylvania govern this Agreement. If any part of this Agreement is determined to be unenforceable, all other parts shall be give full force and effect. The undersigned agrees that, in the event of any litigation arising from this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, expenses and costs.

_____ (initial)

I DO NOT AGREE WITH THE ABOVE, AND I WILL NOT USE the recreational facilities at Heritage Hills Golf Resort & Conference Center.

_____ (initial)

I, the undersigned, have read and understand the above Agreement.

Recreational Activity Participant Signature _____ Date _____
(If under 18, the signature of a parent or guardian is required)

Parent or Guardian signature _____ Date _____
(The signature of one parent or guardian binds both parents and/or guardians to this Agreement)