

# FLAGSTAFF SNOW PARK LLC

## WAIVER AND RELEASE OF LIABILITY

\*\*\*READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS\*\*\*

In exchange for participation in the activity of snow tubing and general snow play organized by Flagstaff Snow Park LLC, its parent, subsidiary, brother, sister, closely related affiliated companies and their officers, employees, agents, successors, assigns, and property owners (collectively hereafter "Flagstaff Snow Park LLC") and/or use of the property, facilities and services of Flagstaff Snow Park LLC, I agree for myself and (if applicable) my spouse, my estate, my heirs, my assigns, and/or the other members of my immediate and extended family (collectively hereafter "my family"), as follows:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Flagstaff Snow Park LLC, or the employees, representatives, and/or agents of Flagstaff Snow Park LLC. I further agree to be solely responsible to explain and enforce all rules and to undertake all duties and responsibilities to educate and control my minor children, if any, while using or present on the property or facilities of Flagstaff Snow Park LLC. I further agree to make all decisions concerning said minors' participation, ability and use of said facilities and surrounding area. I agree and acknowledge that I am responsible to pay all medical bills incurred as a result to my minor child(ren) participation in the above-identified activity and waive any claim for reimbursement and/or rights of subrogation against Flagstaff Snow Park LLC.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above-identified activity, including but not limited to, bodily injury to myself or others resulting from improper use of snow play equipment, slippery surfaces, snowy weather, collision with others, malfunction or destruction of snow play equipment, exposure to cold weather, inability/failure to properly operate and/or stop snow play equipment (e.g., tubes do not have stopping or steering devices), presence of snow play equipment or other natural or man-made obstacles, variations in snow, steepness of terrain, icy conditions, and destruction and/or loss of personal property. I also understand that snow play conditions vary constantly because of use and changing weather. I assume full responsibility for personal injury to myself and (if applicable) to my family and further release and discharge Flagstaff Snow Park LLC, for all injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Flagstaff Snow Park LLC, whether cause by the negligence or fault of myself, my family, Flagstaff Snow Park LLC's employees and/or third parties.
3. **INDEMNIFICATION.** I agree to indemnify and defend Flagstaff Snow Park LLC against all claims, causes of action, injuries, loss, damages, judgments, costs or expenses, including reimbursement of attorney's fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Flagstaff Snow Park LLC.
4. **COVENANT NOT TO SUE.** I agree on behalf of myself and my family that I will not file a lawsuit or claim against Flagstaff Snow Park LLC related or arising from to any incident, event or other matter which is included in the terms of this Agreement; even if said lawsuit or claim arises from the negligence of Flagstaff Snow Park LLC.
5. **LIABILITY FOR DAMAGE.** I agree to be responsible for and pay all damages to the facilities of Flagstaff Snow Park LLC caused by any negligent, reckless or willful actions of me or my family.
6. **APPLICABLE LAW AND VENUE.** I agree that Arizona law shall govern the interpretation of the terms of this Agreement and any legal or equitable claims that may arise from participation in the above shall be resolved under Arizona law. I further agree that venue for determination of all such claims shall be in Coconino County, Arizona and consent to be subject to the jurisdiction in Coconino County, Arizona for any matter(s), claim(s), and/or cause(s) of action relating to my or my family's use of or presence upon the facilities of Flagstaff Snow Park LLC,
7. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further

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**Permission Slip**

I, \_\_\_\_\_, give my child(ren),  
\_\_\_\_\_, permission to participate in the GFC Youth Group Snow Day on Saturday, February 7, 2026. The children need to arrive at GFC (6500 S Miller Rd) at 9:40 A.M. on 2/7/26 and will need to be picked up from GFC at approximately 8:30 P.M. on 2/7/26.

**Terms and Conditions**

1) I understand that my child/children will be riding in the personal vehicle/rental van of a background checked GFC Volunteer. As with any situation, there is a risk of injury. I fully accept this risk and hold harmless from any legal liability, Grace Fellowship Church and any persons involved in its ministry.

2) In the event of an emergency that requires medical treatment for the above named child/children, I understand every effort will be made to contact me or my emergency contact. However, if I/we cannot be reached, I give my permission to the GFC volunteers to secure the services of a licensed physician to provide the care necessary for my child's wellbeing. I assume responsibility for all costs connected to any accident or treatment of my child.

I have read and agree to the Terms and Conditions stated above.

Printed Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Best Contact Phone Number: \_\_\_\_\_

Emergency Contact Other Than Parent/Guardian Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_