



## Waiver Information

### Wilmot Mountain: 1/18 & 2/1

- **Release of Liability:** Required for all participants. *Please turn this in at school during registration (2 pgs).*
- **Rental Agreement:** Required for those renting equipment. *Please bring this with you on the trip.*

### The Mountaintop at Grand Geneva: 1/25

- **Release of Liability:** Required for all participants. *Please turn this in at school during registration.*
- **Rental Agreement:** Required for those renting equipment. *Please bring this with you on the trip.*

### Alpine Valley: 2/8

- **Rental Agreement:** *\*This is not included in the waiver packet! Only required for those renting equipment. To be filled out at Ski Resort by ski club participant.*

### Cascade Mountain: 2/15

- **Release of Liability:** Required for all participants (including chaperones). *Please turn this in at school during registration.*

*Release of Liability should be turned in at school. Rental Agreements should be brought with your ski clubber the day of the trip.*

*\*Your ski clubber will not be permitted to participate if waiver forms are not properly completed.\**

1/18/19

**RESORT ACTIVITY, SKI SCHOOL & EQUIPMENT RENTAL  
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT**

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!  
THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

1. Each person participating in the Activity (defined below) is referred to as "Participant." I, the undersigned, am a Participant and, if a Participant is a minor/infant, I am the Participant's parent or legal guardian. I understand that participating in ski and snowboard school, skiing, snowboarding, racing, ski simulation, training, snowshoeing, snowmobiling, cross-country skiing, snow biking, tubing, ice skating, pond skinning, sledding, horse-drawn sleigh rides, riding the alpine coaster, zip lining, using the ropes/challenge courses, trampoline or climbing wall, resort and vehicle tours, using freestyle or terrain park features, participating in other recreational activities, renting equipment and using the ski area facilities, including but not limited to use of the parking lots, walkways, lodges, restaurants, lifts, ski slopes, trails, and other equipment, for any purpose (the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. I understand the dangers and risks of the Activity and that Participant **ASSUMES ALL INHERENT DANGERS AND RISKS** of the Activity, including those of a "skier" (as may be defined by statute or other applicable law) or other winter sports participant.

3. I expressly acknowledge and assume all additional risks and dangers that may result in property damage, physical injury and/or death, which may be above and beyond the inherent dangers and risks of the Activity, including but not limited to: Falling or loss of balance; icy, slick or uneven surfaces; avalanches, cornices and crevasses; collisions with natural or man-made objects, other people, snowmobiles and/or other motor or over-snow vehicles; bumps; moguls; tree wells and stumps; downed timber and other forest growth; rocks, drainage channels, streams, creeks, holes, debris, and other rugged mountainous terrain; marked and unmarked obstacles; unmaintained or unmarked trails/roads or trail obstructions; the negligence or failure of Participant, Ski Area employees, or other guest to act safely (including an instructor's selection of terrain that exceeds Participant's ability) or within their own ability including failure to stay within designated areas and comply with signage; falling snow or ice from natural or man-made sources; equipment malfunction, failure or damage; improper use or maintenance of equipment; misloading, entanglements, or falls from ski lifts; varying visibility, storms, lightning, hail, snow and other adverse weather; becoming lost or separated; lack of shelter; limited access to and/or delay of medical attention; Participant's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, or frostbite; and/or mental distress from exposure to any of the above. **I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

4. Participant assumes responsibility for maintaining control at all possible times while engaging in the Activity and for reading, understanding and complying with all signage, including instructions on the use of lifts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. I understand that a minor Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests. I understand that snowmobiles, snowmaking equipment, and snow-grooming equipment may be encountered at any time, and that falls, collisions, and injuries are common.

5. If Participant rents equipment, I agree to accept for use the equipment rented "AS IS", accept responsibility for the care of the equipment during the rental period, and agree to be responsible for the replacement at full value of any equipment not returned or returned in a damaged condition. I have not made any misrepresentations with regard to Participant's height, weight, age and/or ability level and represent that Participant will be the only person using the equipment. **I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE THE USER'S SAFETY.** The binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. I further understand that the downhill ski binding system **DOES NOT REDUCE THE RISK OF ANY TYPE OF INJURY TO PARTICIPANT.** I understand that in snowboarding, cross-country skiing, snowshoeing and other sports utilizing equipment with non-release bindings, the binding system will not ordinarily release during use. I agree to assume and accept any and all known and unknown risks of injury to Participant while using this equipment.

6. In consideration for allowing Participant to participate in the Activity, I **AGREE**, to the greatest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE** Vail Resorts, Inc., The Vail Corporation, Trimont Land Company, Heavenly Valley, Limited Partnership, VR US Holdings, Inc., VR US Holdings II, LLC, VR CPC Holdings, Inc., VR NW Holdings, Inc., VR NE Holdings, LLC, Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, each of their affiliated companies and subsidiaries, the resort owner/operator, land owner, activity operator, the equipment manufacturer, The Burton Corporation, Beaver Creek Resort Company, Dundee Resort Development, LLC d/b/a Arapahoe Basin Ski Area, the United States, Her Majesty The Queen In Right Of The Province Of British Columbia and all their respective insurance companies, successors in interest, commercial & corporate sponsors, affiliates, agents, employees,

representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I OR PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, INCLUDING BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT IN BRITISH COLUMBIA. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.**

In further consideration for allowing Participant to participate in the Activity, **I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.**

**7. I ALSO AGREE TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

8. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary and agree to be fully responsible for any costs associated with such care or transport to such care.

9. I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.

10. I agree that any and all claims for loss, injury and/or death arising from Participant's participation in the Activity shall be governed by the law of the State or Province where the alleged incident occurred and that exclusive jurisdiction of any such claim shall be in a court of competent jurisdiction in the in the State or Province where the alleged incident occurred, except that all cases arising out of an alleged incident at Heavenly Mountain shall be governed by California law and the exclusive jurisdiction of any such claim will be a California court of competent jurisdiction.

11. **BY SIGNING ON BEHALF OF A MINOR/INFANT OR OTHER PARTICIPANT, I REPRESENT THAT I AM AUTHORIZED TO SIGN ON PARTICIPANT'S BEHALF and/or I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR/INFANT PARTICIPANT** and acknowledge that Participant is bound by all the terms of this Agreement. I understand that the minor/infant Participant would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement. By signing this Agreement without a parent or legal guardian's signature, I represent, under penalty of fraud that I am at least 18 years old (US) or 19 years old (Canada). I understand that a minor/infant Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests.

12. I understand that this Agreement will apply for each and every day Participant participates in any Activity during the applicable operating season. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

13. **FOR WILMOT MOUNTAIN ONLY:** I understand that, for a fee per person per day in addition to the normal price, Wilmot Mountain offers an optional Agreement that does not require me to sign a Release of Liability. In signing this Release of Liability, I acknowledge I am aware of this option, do not wish to pay this fee, accept the full scope of this Release of Liability and hereby waive my right to purchase the same.

**MINOR/INFANT PARTICIPANT INFORMATION - Requires Parent/Guardian to Complete, Sign & Date Below**

MINOR #1 – Last Name, First Name, M.I. (print)      Date of Birth (MM-DD-YYYY)      MINOR #3 – Last Name, First Name, M.I. (print)      Date of Birth (MM-DD-YYYY)

MINOR #2 – Last Name, First Name, M.I. (print)      Date of Birth (MM-DD-YYYY)      MINOR #4 – Last Name, First Name, M.I. (print)      Date of Birth (MM-DD-YYYY)

**ADULT PARTICIPANT INFORMATION – Required to Complete, Sign & Date Below**

ADULT/PARENT/GUARDIAN #1 – Last Name, First Name, M.I. (print)      Date of Birth (MM-DD-YYYY)      **X**      \_\_\_\_\_      SIGNATURE      \_\_\_\_\_      DATE

ADULT/PARENT/GUARDIAN #2 – Last Name, First Name, M.I. (print)      Date of Birth (MM-DD-YYYY)      **X**      \_\_\_\_\_      SIGNATURE      \_\_\_\_\_      DATE



**WILMOT MOUNTAIN RENTAL AGREEMENT**

1/18/19



**EQUIPMENT RENTAL AGREEMENT**

EQUIPMENT USER: PLEASE COMPLETE THE SHADED AREA

Group Name: _____		Date: _____	
DL #: _____			
Name: _____		Sex: <input type="checkbox"/> M <input type="checkbox"/> F	
Address: _____		Age: _____	
City/State/Zip: _____		Height: _____	
Phone: ( ) _____ E-mail: _____		Weight: _____	
<input type="checkbox"/> Check here if first time skier/snowboarder			
<input type="checkbox"/> Yes, I want helmet rental		<input type="checkbox"/> No, I decline helmet rental	

**SKIERS ONLY - CHECK ONE TYPE BELOW**

<input type="checkbox"/> <b>TYPE I</b> <b>CAUTIOUS SKING AT LIGHTER RELEASE/RETENTION SETTINGS</b> -Ski Conservatively -Prefer slower speeds -Prefer easy, moderate slopes -Favor lower than average release/retention settings. This corresponds to an increased risk of inadvertent binding release in order to gain increased releasability in a fall. TYPE I settings apply to "entry level" skiers uncertain of their classification.	<input type="checkbox"/> <b>TYPE II</b> <b>MODERATE SKING AT AVERAGE RELEASE/RETENTION SETTINGS</b> -Ski Moderately -Prefer a variety of speeds -Ski on varied terrain, including most difficult trails. -Are skiers who do not meet all the descriptions of either <b>TYPE I</b> or <b>TYPE III</b> .	<input type="checkbox"/> <b>TYPE III</b> <b>AGGRESSIVE SKING AT HIGHER RELEASE/RETENTION SETTINGS</b> -Ski Aggressively -Normally ski at high speeds -Prefer steeper and more challenging terrain -Favor higher than average release/retention settings. This corresponds to decreased releasability in a fall in order to gain a decreased risk of inadvertent binding release.
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S K I	Boot ID#	DIN	Ski ID#
			Set by:
B O A R D	Boot ID#	STANCE	Board ID#
		<b>R G</b>	Set by:
Helmet #	Issued by:	Binding ID#:	Set by:
		Color:	
Rental Period: <input type="checkbox"/> 1 Day <input type="checkbox"/> 2 Day <input type="checkbox"/> 3 Day	Cashier:	TOTAL:	

**DO NOT** make adjustments to your ski bindings or helmets. Always return to the rental area for any exchanges or adjustments, which should be made by Wilmot rental shop personnel. Broken or unreturned equipment charges will be made to the responsible patron that signed this form. If you have any questions or problems, ask the rental shop personnel.

No. **000001**

*Please return the equipment to the rental shop you received it from.*

**EQUIPMENT RENTAL AGREEMENT AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.**

"RENTER" MEANS THE INDIVIDUAL USING THE EQUIPMENT LISTED ON THIS FORM. I AM THE RENTER OR, IF THE RENTER IS A MINOR, I AM THE RENTER'S PARENT OR LEGAL GUARDIAN. I UNDERSTAND THAT SKIING, SNOWBOARDING, USING THE EQUIPMENT LISTED ON THIS FORM, TRANSPORTING EQUIPMENT, RIDING A SKI LIFT AND USING SKI AREA FACILITIES, FOR ANY PURPOSE (THE "ACTIVITY") IS HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.

I EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITY, WHICH INCLUDES BUT IT IS NOT LIMITED TO: equipment malfunction, failure or damage; changing weather conditions; variations in terrain, existing and changing trail, surface and weather conditions; avalanches; rocks, stumps, trees, holes and other rugged mountainous terrain, misloading, entanglements, or falls from ski lifts; collisions with natural or man-made objects; other people, snowmobiles and/or other motor or over-snow vehicles; marked and unmarked natural or man-made obstacles; and the negligence of other individuals. I understand that Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts.

I agree to accept the equipment listed on this form "AS IS" and WITH NO WARRANTIES, expressed or implied, and accept responsibility for the care of the equipment during the rental period. I agree to return all of the equipment at the agreed upon date and time and to pay late fees for any late return. I agree that Renter will be the only person using the rented equipment and only use designated ski trails and will not permit any other person to use the equipment. I agree that **NO MISREPRESENTATIONS HAVE BEEN MADE TO THE RENTAL SHOP IN REGARD TO RENTER'S HEIGHT, WEIGHT, AGE AND/OR SKIER TYPE** stated on this form. I agree that Renter has received instruction regarding the use of this equipment, understands the function of the equipment and further agrees that the binding release / retention settings appearing in the visual indicator windows on the bindings correspond to the settings recorded on this form. Renter has received satisfactory answers to any questions related to use and functions of equipment. If Renter thinks the equipment is not functioning properly, Renter will stop using it immediately and return it to a rental technician for inspection and possible repair, adjustment, or replacement.

I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE RENTER'S SAFETY. In downhill skiing, the binding systems will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. I further understand that the downhill ski binding system does not reduce the risk of any type of injury to Renter, including but not limited to knee injuries. I understand that in snowboarding, cross country skiing, ski-boarding, snow shoeing and other sports utilizing equipment with non-release bindings, the bindings are not designed to release as a result of forces generated during normal use and will not ordinarily release during use. If I am signing on behalf of a minor, I acknowledge that: 1) I have spoken to the minor Renter about the Activity; 2) the minor Renter understands and appreciates the risks of participating in the Activity; and 3) the minor Renter has voluntarily decided to participate in the Activity.

**IN CONSIDERATION FOR BEING ALLOWED TO USE THE EQUIPMENT AND PARTICIPATE, I AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE** SSI Venture LLC d/b/a Specialty Sports Venture LLC, Vail Resorts, Inc., The Vail Corporation d/b/a Vail Resorts Management Company, Heavenly Valley, Limited Partnership, VR US Holdings, VR WM Holdings, Vail Resorts Retail, Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, all of their respective parent, affiliated, and subsidiary companies, the United States, and all their respective insurance companies, successors in interest, sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the Renter's participation in the Activity, **INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING IN BRITISH COLUMBIA ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT. IT IS UNDERSTOOD THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT USER FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.** I take full responsibility for any injury or loss to Renter, including death, which Renter may suffer, arising in whole or in part out of the Activity. I agree to pay all costs and attorneys' fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned or as a result of the Renter's participation in the Activity and to **INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY MISREPRESENTATIONS IN OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

**In further consideration, RENTER RELEASES AND GIVES UP ANY AND ALL CLAIMS AND RIGHTS THAT MAY NOW EXIST AGAINST ANY RELEASED PARTY AND RELEASES ALL KNOWN AND UNKNOWN CLAIMS, CLAIMS NOT MENTIONED HERE AND CLAIMS RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.**

I agree that ANY AND ALL CLAIMS for loss, injury and/or death regarding an alleged incident shall BE GOVERNED BY THE LAW OF THE STATE OR PROVINCE WHERE THE ALLEGED INCIDENT OCCURRED AND EXCLUSIVE JURISDICTION of any claim shall be in a court of competent jurisdiction in that State or Province (except that all claims arising at Heavenly shall be governed by California law and exclusive jurisdiction shall be in a California court of competent jurisdiction).

*I have read both sides and agree to the terms of this agreement.*

SIGNATURE	DATE
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GRAND GENEVA RELEASE OF LIABILITY

1/25/19

RELEASE OF LIABILITY: Alpine Sport

Release Terms

Grand Geneva Resort & Spa (GGR): The legal name for GGR is Grand Geneva, LLC. Marcus Hotels, Inc is the sole member of Grand Geneva, LLC. The Marcus Corporation is the sole shareholder in Marcus Hotels, Inc. This release extends to Grand Geneva, LLC, Marcus Hotels, Inc., The Marcus Corporation, and any Insurance Company providing liability coverage to these entities.

Negligence: Acting, or failing to act, in a manner that would be described as careless. An individual's failure to use the type of care a reasonable person would use in the same or similar circumstances.

Release: To give up or give away.

Liability: Responsibility or responsible for.

Alpine Sport: Skiing, sledding, biking, or tubing.

Injury: Physical or psychological wound, hurt or harm. Given the nature of Alpine Sports, an injury could be as simple as a sprain or as serious as paralysis or death.

Damages: Compensation (money) for past and future medical expenses, equipment, and care; pain and suffering; loss of society and companionship; loss of past wages and future earnings; funeral expenses; caretaking costs; wrongful death; and any other expenses or losses stemming from injury or death.

GGR Operations: Includes snow making; trail and hill design; grounds maintenance; rental of equipment including installation, adjustment, inspection and maintenance of equipment; operation of grooming equipment; operation of the ski lift(s), conveyor lift(s), and rope tow including loading and unloading; monitoring of other patrons for careless or unsafe conduct; skiing, snowshoeing, and snowboarding instruction; search and rescue efforts; ski, snowboard and bicycle competitions; and selection, training, and retention of staff.

GGR Facilities: The land, buildings, structures, and employees located on or working at the thirteen hundred acre resort situated on The Mountain Top at Grand Geneva Resort & Spa, located in Lake Geneva, Wisconsin.

GGR Equipment: Skis, boots, bindings, LOOK® Alpine Ski bindings, poles, snowshoes, snowboards, bicycles, helmets, tow ropes, conveyor lift(s), ski lift(s), rescue equipment, rescue vehicles, and any other necessary equipment and supplies.

ACKNOWLEDGEMENTS – Review and Insert Initials

- GGR has provided me with a list of terms used in this Release. ( )
I have read the list of terms and definitions provided. ( )
I acknowledge that I have the right to talk with a representative of GGR to discuss questions about this Release or the terms used in it. ( )
I acknowledge that I have the right to, upon request, obtain and review a current copy of the applicable Wisconsin statutory provisions regarding ski hill operator and Alpine Sport participant obligations and Duties. ( )
I understand and accept the inherent conditions and risks associated with all Alpine Sports, including but not limited to those enumerated in Wis. Stat. § 167.33(2), and those resulting from the non-release and/or inadvertent release of the ski and snowboard bindings. ( )
I understand that, as an Alpine Sport participant, I am held to certain duties unique to my participation in the sport as enumerated in Wis. Stat. § 167.33(5). I accept that it is my obligation to diligently carry out all duties assigned to me. ( )
I am aware that my participation in an Alpine Sport of any kind, and/or the participation of my child or dependent could result in injury or death. ( )
I agree to accept the GGR Equipment "AS IS", and agree to be fully responsible for all damage or loss to the GGR Equipment and agree to pay for all repairs or for the replacement cost of GGR Equipment if lost, stolen, or damaged. ( )
I am aware that the use of a helmet might reduce the likelihood of injuries but its use does not guarantee safety or freedom from injury. A helmet DOES NOT ELIMINATE THE RISK OF INJURY OR DEATH. ( )
I understand that injury or death could result from my own Negligence, the Negligence of my child or dependent, or the Negligence of GGR or its staff in the Operations of GGR, its Facilities, or Equipment. ( )
I understand that if this Release was not as broad as it is, the cost for use of GGR Facilities, GGR Equipment, and GGR Operations would be considerably higher than it currently is. ( )
I do not wish to pay a higher cost for use of GGR Operations, GGR Facilities, and/or GGR Equipment, and therefore, I accept the current scope of this Release. ( )
Since I do not wish to pay a higher cost, and because I accept the current scope of this Release, I am waiving my right to bargain or negotiate for alternative Release of Liability terms. ( )
I acknowledge that because GGR is located in Lake Geneva, Wisconsin, this Release will be interpreted under Wisconsin law. ( )
I agree that this Release is intended to be as broad and inclusive as is permitted by the law and if any portion of the Release is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. ( )

RELEASE OF LIABILITY

Having reviewed and understood the above acknowledgements, and in consideration for use of GGR Operations, GGR Facilities and GGR Equipment, I release Grand Geneva Resort & Spa (GGR) and its parent and affiliated entities from liability for any and all claim(s) for damages stemming from or arising out of negligent conduct on the part of GGR. I understand that this release extends to negligent acts or failure to act on the part of the agents and employees of GGR, and the negligent or unsafe condition of GGR Operations, GGR Equipment, and/or GGR Facilities. With this release, I also release GGR and LOOK Alpine Ski Bindings from legal liability for all claims whether based on negligence, breach of warranty, product defect, or other legal theories relating to or arising from personal injury.

I also understand that by signing this document, my spouse, children, dependents, guardians, and heirs may not bring a lawsuit seeking damages.

CAUTION: THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. BY SIGNING THIS DOCUMENT YOU GIVE UP YOUR RIGHT TO SUE GRAND GENEVA RESORT & SPA FOR DAMAGES.

Dated this \_\_\_ day of \_\_\_, 20\_\_
Signature of Participant
Printed Name of Participant
If Participant is under the age of 18, signature of Parent or Guardian

# GRAND GENEVA RENTAL AGREEMENT

1/25/19



7036 Grand Geneva Way at Hwy. 50 East and 12  
P.O. Box 130, Lake Geneva, Wisconsin 53147  
800-558-3417 • 262-248-8811 • www.grandgeneva.com

<b>Office Use Only</b>	
Deposit #	_____
LKR #	_____
HMT	_____
Rental Days Paid	_____
Cashier	_____

## RENTAL AGREEMENT RENTAL PERMISSION AGREEMENT PLEASE READ CAREFULLY BEFORE SIGNING

Pursuant to this Rental Permission Agreement ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Grand Geneva, LLC, a Wisconsin limited liability company d/b/a Grand Geneva Resort ("Grand Geneva") shall rent certain rental equipment (the "Equipment") and certain helmet (the "Helmet") to be used by \_\_\_\_\_ ("User").

GROUP NAME: \_\_\_\_\_ (if applicable)      GRP Beg Lesson:    Ski    Snowboard (circle one)      DATE: \_\_\_\_\_

**User's Personal Information (Please Print)**

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ AGE \_\_\_\_\_ WT \_\_\_\_\_ HT \_\_\_\_\_ BOOT SIZE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_ I would like to receive information on:     Ski     Resort

I wish to rent (circle one):      Skis      Snowboard      Cross Country

EXPERIENCE LEVEL     1 (Learner)     2 (Moderate)     3 (Aggressive)    SNOWBOARD STANCE:     REGULAR     GOOFY

HELMET RENTAL (additional fee) YES    NO

I, the User (or in the event User is a minor, the parent or guardian of User) acknowledges, understand and agree:

- No misrepresentations have been made to Grand Geneva regarding User's height, weight, age or experience level;
- The Equipment and Helmet are accepted in their "AS IS" condition, with all faults, and that Grand Geneva has **made no representations or warranties**, express or implied, regarding the Ski Equipment or the Helmet or their fitness for any particular purpose;
- The visual indicators on User's bindings correspond to the DIN settings marked on this Agreement;
- User understands the instructions on the use and function of the Equipment and the Helmet, and if User does not understand the instructions, User will ask that the instructions be given again;
- I am responsible for the care and return of the Equipment and Helmet, and that the Equipment and Helmet will not be left unattended;
- I will reimburse Grand Geneva the full retail value of the Equipment and Helmet in the event it is lost, stolen, or damaged or destroyed.

I, the User (the User (or in the event User is a minor, the parent or guardian of User) recognize and acknowledge that the risks inherent in the sport of skiing, snowboarding, cross country skiing or snowshoeing. These risks can be greatly reduced by taking lessons, using common sense at all times and abiding by "Your Responsibility Code" endorsed by the National Ski Area Association as follows:

**YOUR RESPONSIBILITY CODE**

1. Always stay in control, and be able to stop or avoid other people or objects.
2. People ahead of you have the right of way. It is your responsibility to avoid them.
3. You must not stop where you obstruct a trail, or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to help prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
7. Prior to using any lift, you must have the knowledge and the ability to load, ride and unload safely.

ENTIRE AGREEMENT: In entering into this Agreement, I am not relying upon any oral or written representations other than what is set forth in this Agreement and the companion Release of Liability.

I understand that I am responsible for returning all equipment listed in this document in good working order. Failure to do so will result in a \$250 charge.

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT IS A CONTRACT BETWEEN MYSELF, MY CHILD, GRAND GENEVA AND THE PROVIDERS OF THE EQUIPMENT AND/OR HELMET, AND I SIGN IT OF MY OWN FREE WILL.**

Signature of User	Date	Signature of Parent or Guardian (If User is under the age of Majority)
Print Name		

**OFFICE USE ONLY**

SKIS	SNOWBOARD	CROSS COUNTRY	HELMET	RETURN/TECH
<b>Boot Size</b>	<b>Boot Size</b>	<b>Boot Size</b>	<b>Helmet Size</b>	<b>Helmet</b>
#	#	#	#	Boots
<b>Ski Size</b>	<b>SB sz      #</b>	<b>Ski Size</b>		<b>Skis</b>
#	<b>Stance:    Reg    Goofy</b>	#		<b>SB</b>
<b>DIN Setting:</b>	<b>Degrees:    Front</b>			<b>Poles</b>



2/1/19

**RESORT ACTIVITY, SKI SCHOOL & EQUIPMENT RENTAL  
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT**

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!  
THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

1. Each person participating in the Activity (defined below) is referred to as "Participant." I, the undersigned, am a Participant and, if a Participant is a minor/infant, I am the Participant's parent or legal guardian. I understand that participating in ski and snowboard school, skiing, snowboarding, racing, ski simulation, training, snowshoeing, snowmobiling, cross-country skiing, snow biking, tubing, ice skating, pond skimming, sledding, horse-drawn sleigh rides, riding the alpine coaster, zip lining, using the ropes/challenge courses, trampoline or climbing wall, resort and vehicle tours, using freestyle or terrain park features, participating in other recreational activities, renting equipment and using the ski area facilities, including but not limited to use of the parking lots, walkways, lodges, restaurants, lifts, ski slopes, trails, and other equipment, for any purpose (the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. I understand the dangers and risks of the Activity and that Participant **ASSUMES ALL INHERENT DANGERS AND RISKS** of the Activity, including those of a "skier" (as may be defined by statute or other applicable law) or other winter sports participant.

3. I expressly acknowledge and assume all additional risks and dangers that may result in property damage, physical injury and/or death, which may be above and beyond the inherent dangers and risks of the Activity, including but not limited to: Falling or loss of balance; icy, slick or uneven surfaces; avalanches, cornices and crevasses; collisions with natural or man-made objects, other people, snowmobiles and/or other motor or over-snow vehicles; bumps; moguls; tree wells and stumps; downed timber and other forest growth; rocks, drainage channels, streams, creeks, holes, debris, and other rugged mountainous terrain; marked and unmarked obstacles; unmaintained or unmarked trails/roads or trail obstructions; the negligence or failure of Participant, Ski Area employees, or other guest to act safely (including an instructor's selection of terrain that exceeds Participant's ability) or within their own ability including failure to stay within designated areas and comply with signage; falling snow or ice from natural or man-made sources; equipment malfunction, failure or damage; improper use or maintenance of equipment; misloading, entanglements, or falls from ski lifts; varying visibility, storms, lightning, hail, snow and other adverse weather; becoming lost or separated; lack of shelter; limited access to and/or delay of medical attention; Participant's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, or frostbite; and/or mental distress from exposure to any of the above. **I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

4. Participant assumes responsibility for maintaining control at all possible times while engaging in the Activity and for reading, understanding and complying with all signage, including instructions on the use of lifts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. I understand that a minor Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests. I understand that snowmobiles, snowmaking equipment, and snow-grooming equipment may be encountered at any time, and that falls, collisions, and injuries are common.

5. If Participant rents equipment, I agree to accept for use the equipment rented "AS IS", accept responsibility for the care of the equipment during the rental period, and agree to be responsible for the replacement at full value of any equipment not returned or returned in a damaged condition. I have not made any misrepresentations with regard to Participant's height, weight, age and/or ability level and represent that Participant will be the only person using the equipment. **I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE THE USER'S SAFETY.** The binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. I further understand that the downhill ski binding system **DOES NOT REDUCE THE RISK OF ANY TYPE OF INJURY TO PARTICIPANT.** I understand that in snowboarding, cross-country skiing, snowshoeing and other sports utilizing equipment with non-release bindings, the binding system will not ordinarily release during use. I agree to assume and accept any and all known and unknown risks of injury to Participant while using this equipment.

6. In consideration for allowing Participant to participate in the Activity, I **AGREE**, to the greatest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE** Vail Resorts, Inc., The Vail Corporation, Trimont Land Company, Heavenly Valley, Limited Partnership, VR US Holdings, Inc., VR US Holdings II, LLC, VR CPC Holdings, Inc., VR NW Holdings, Inc., VR NE Holdings, LLC, Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, each of their affiliated companies and subsidiaries, the resort owner/operator, land owner, activity operator, the equipment manufacturer, The Burton Corporation, Beaver Creek Resort Company, Dundee Resort Development, LLC d/b/a Arapahoe Basin Ski Area, the United States, Her Majesty The Queen In Right Of The Province Of British Columbia and all their respective insurance companies, successors in interest, commercial & corporate sponsors, affiliates, agents, employees,

representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I OR PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, INCLUDING BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT IN BRITISH COLUMBIA. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.**

In further consideration for allowing Participant to participate in the Activity, **I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.**

**7. I ALSO AGREE TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

8. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary and agree to be fully responsible for any costs associated with such care or transport to such care.

9. I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.

10. I agree that any and all claims for loss, injury and/or death arising from Participant's participation in the Activity shall be governed by the law of the State or Province where the alleged incident occurred and that exclusive jurisdiction of any such claim shall be in a court of competent jurisdiction in the in the State or Province where the alleged incident occurred, except that all cases arising out of an alleged incident at Heavenly Mountain shall be governed by California law and the exclusive jurisdiction of any such claim will be a California court of competent jurisdiction.

11. **BY SIGNING ON BEHALF OF A MINOR/INFANT OR OTHER PARTICIPANT, I REPRESENT THAT I AM AUTHORIZED TO SIGN ON PARTICIPANT'S BEHALF and/or I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR/INFANT PARTICIPANT** and acknowledge that Participant is bound by all the terms of this Agreement. I understand that the minor/infant Participant would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement. By signing this Agreement without a parent or legal guardian's signature, I represent, under penalty of fraud that I am at least 18 years old (US) or 19 years old (Canada). I understand that a minor/infant Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests.

12. I understand that this Agreement will apply for each and every day Participant participates in any Activity during the applicable operating season. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

13. **FOR WILMOT MOUNTAIN ONLY:** I understand that, for a fee per person per day in addition to the normal price, Wilmot Mountain offers an optional Agreement that does not require me to sign a Release of Liability. In signing this Release of Liability, I acknowledge I am aware of this option, do not wish to pay this fee, accept the full scope of this Release of Liability and hereby waive my right to purchase the same.

**MINOR/INFANT PARTICIPANT INFORMATION - Requires Parent/Guardian to Complete, Sign & Date Below**

MINOR #1 – Last Name, First Name, M.I. (print)      Date of Birth (MM-DD-YYYY)      MINOR #3 – Last Name, First Name, M.I. (print)      Date of Birth (MM-DD-YYYY)

MINOR #2 – Last Name, First Name, M.I. (print)      Date of Birth (MM-DD-YYYY)      MINOR #4 – Last Name, First Name, M.I. (print)      Date of Birth (MM-DD-YYYY)

**ADULT PARTICIPANT INFORMATION – Required to Complete, Sign & Date Below**

ADULT/PARENT/GUARDIAN #1 – Last Name, First Name, M.I. (print)      Date of Birth (MM-DD-YYYY)      **X**      SIGNATURE      DATE

ADULT/PARENT/GUARDIAN #2 – Last Name, First Name, M.I. (print)      Date of Birth (MM-DD-YYYY)      **X**      SIGNATURE      DATE



**WILMOT RENTAL AGREEMENT**

2/1/19

**WILMOT**

**EQUIPMENT RENTAL AGREEMENT**

EQUIPMENT USER: PLEASE COMPLETE THE SHADED AREA

Group Name: _____		Date: _____	
DL #: _____			
Name: _____		Sex: <input type="checkbox"/> M <input type="checkbox"/> F	
Address: _____		Age: _____	
City/State/Zip: _____		Height: _____	
Phone: ( ) _____ E-mail: _____		Weight: _____	
<input type="checkbox"/> Check here if first time skier/snowboarder			
<input type="checkbox"/> Yes, I want helmet rental		<input type="checkbox"/> No, I decline helmet rental	

**SKIERS ONLY - CHECK ONE TYPE BELOW**

<input type="checkbox"/> <b>TYPE I</b> <b>CAUTIOUS SKIING AT LIGHTER RELEASE/RETENTION SETTINGS</b> -Ski Conservatively -Prefer slower speeds -Prefer easy, moderate slopes -Favor lower than average release/retention settings. This corresponds to an increased risk of inadvertent binding release in order to gain increased releasability in a fall. TYPE I settings apply to "entry level" skiers uncertain of their classification.	<input type="checkbox"/> <b>TYPE II</b> <b>MODERATE SKIING AT AVERAGE RELEASE/RETENTION SETTINGS</b> -Ski Moderately -Prefer a variety of speeds -Ski on varied terrain, including most difficult trails. -Are skiers who do not meet all the descriptions of either TYPE I or TYPE III.	<input type="checkbox"/> <b>TYPE III</b> <b>AGGRESSIVE SKIING AT HIGHER RELEASE/RETENTION SETTINGS</b> -Ski Aggressively -Normally ski at high speeds -Prefer steeper and more challenging terrain. -Favor higher than average release/retention settings. This corresponds to decreased releasability in a fall in order to gain a decreased risk of inadvertent binding release.
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S K I	Boot ID#	DIN	Ski ID#
			Set by:
B O A R D	Boot ID#	STANCE <b>R G</b>	Board ID#
			Set by:
Helmet #	Issued by:	Binding ID#:	Set by:
		Color:	
Rental Period: <input type="checkbox"/> 1 Day <input type="checkbox"/> 2 Day <input type="checkbox"/> 3 Day	Cashier:	TOTAL:	

**DO NOT** make adjustments to your ski bindings or helmets. Always return to the rental area for any exchanges or adjustments, which should be made by Wilmot rental shop personnel. Broken or unreturned equipment charges will be made to the responsible patron that signed this form. If you have any questions or problems, ask the rental shop personnel.

No. **000001**

Please return the equipment to the rental shop you received it from.

**EQUIPMENT RENTAL AGREEMENT AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.**

"RENTER" MEANS THE INDIVIDUAL USING THE EQUIPMENT LISTED ON THIS FORM. I AM THE RENTER OR, IF THE RENTER IS A MINOR, I AM THE RENTER'S PARENT OR LEGAL GUARDIAN. I UNDERSTAND THAT SKIING, SNOWBOARDING, USING THE EQUIPMENT LISTED ON THIS FORM, TRANSPORTING EQUIPMENT, RIDING A SKI LIFT AND USING SKI AREA FACILITIES, FOR ANY PURPOSE (THE "ACTIVITY") IS HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.

I EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITY, WHICH INCLUDES BUT IS NOT LIMITED TO: equipment malfunction, failure or damage; changing weather conditions; variations in terrain; existing and changing trail, surface and weather conditions; avalanches; rocks, stumps, trees, holes and other rugged mountainous terrain; misloading, entanglements, or falls from ski lifts; collisions with natural or man-made objects; other people, snowmobiles and/or other motor or over-snow vehicles; marked and unmarked natural or man-made obstacles; and the negligence of other individuals. I understand that Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts.

I agree to accept the equipment listed on this form "AS IS" and WITH NO WARRANTIES, expressed or implied, and accept responsibility for the care of the equipment during the rental period. I agree to return all of the equipment at the agreed upon date and time and to pay late fees for any late return. I agree that Renter will be the only person using the rented equipment and only use designated ski trails and will not permit any other person to use the equipment. I agree that NO MISREPRESENTATIONS HAVE BEEN MADE TO THE RENTAL SHOP IN REGARD TO RENTER'S HEIGHT, WEIGHT, AGE AND/OR SKIER TYPE stated on this form. I agree that Renter has received instruction regarding the use of this equipment, understands the function of the equipment and further agrees that the binding release / retention settings appearing in the visual indicator windows on the bindings correspond to the settings recorded on this form. Renter has received satisfactory answers to any questions related to use and functions of equipment. If Renter thinks the equipment is not functioning properly, Renter will stop using it immediately and return it to a rental technician for inspection and possible repair, adjustment, or replacement.

I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE RENTER'S SAFETY. In downhill skiing, the binding systems will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. I further understand that the downhill ski binding system does not reduce the risk of any type of injury to Renter, including but not limited to knee injuries. I understand that in snowboarding, cross country skiing, ski-binding, snow shoeing and other sports utilizing equipment with non-release bindings, the bindings are not designed to release as a result of forces generated during normal use and will not ordinarily release during use. If I am signing on behalf of a minor, I acknowledge that: 1) I have spoken to the minor Renter about the Activity; 2) the minor Renter understands and appreciates the risks of participating in the Activity; and 3) the minor Renter has voluntarily decided to participate in the Activity.

**IN CONSIDERATION FOR BEING ALLOWED TO USE THE EQUIPMENT AND PARTICIPATE, I AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREES NOT TO SUE SSI Venture LLC d/b/a Specialty Sports Venture LLC, Vail Resorts, Inc., The Vail Corporation d/b/a Vail Resorts Management Company, Heavenly Valley, Limited Partnership, VR US Holdings, VR WM Holdings, Vail Resorts Retail, Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, all of their respective parent, affiliated, and subsidiary companies, the United States, and all their respective insurance companies, successors in interest, sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") FROM ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from the Renter's participation in the Activity, INCLUDING THOSE IN JURISDICTIONS AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING IN BRITISH COLUMBIA ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT. IT IS UNDERSTOOD THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT USER FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY. I take full responsibility for any injury or loss to Renter, including death, which Renter may suffer, arising in whole or in part out of the Activity. I agree to pay all costs and attorneys' fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned or as a result of the Renter's participation in the Activity and to INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY MISREPRESENTATIONS IN OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

In further consideration, RENTER RELEASES AND GIVES UP ANY AND ALL CLAIMS AND RIGHTS THAT MAY NOW EXIST AGAINST ANY RELEASED PARTY AND RELEASES ALL KNOWN AND UNKNOWN CLAIMS, CLAIMS NOT MENTIONED HERE AND CLAIMS RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.

I agree that ANY AND ALL CLAIMS for loss, injury and/or death regarding an alleged incident shall BE GOVERNED BY THE LAW OF THE STATE OR PROVINCE WHERE THE ALLEGED INCIDENT OCCURRED AND EXCLUSIVE JURISDICTION of any claim shall be in a court of competent jurisdiction in that State or Province (except that all claims arising at Heavenly shall be governed by California law and exclusive jurisdiction shall be in a California court of competent jurisdiction).

I have read both sides and agree to the terms of this agreement.

SIGNATURE	DATE
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**CASCADE RELEASE OF LIABILITY**

**2/15/19**

**Cascade Mountain Release of Liability and Parental Permission Agreement**

This form is required for participants skiing/snowboarding with a discounted school group or field trip.

NAME \_\_\_\_\_ PHONE (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

GROUP NAME \_\_\_\_\_ TRIP DATES \_\_\_\_\_

**A. RELEASE OF LIABILITY:**

I, the undersigned, in consideration of the rental of the skiing/snowboarding equipment to my child by Cascade Mountain, hereby release and fully discharge Cascade Mountain Management Corporation, Cascade Mountain Land Holdings LLC, their owners, agents and employees (collectively the "Cascade Mountain Releasees") from any and all liability for personal injury to my child which is caused in any way by the negligent acts or omission of Cascade Mountain, Cascade Mountain Management Corporation, Cascade Mountain Land Holdings LLC, their owners, agents, or employees in the installation, adjustment, inspection, maintenance and/or rental of the equipment and/or in the instructions given or not given to my child concerning the equipment and its use and/or in any way arising from the use of rental of this equipment.

I accept for myself and on behalf of my child full responsibility for any personal injury of any kind which may result from the use of the ski/snowboard equipment by my child, and it is my intention to **HOLD HARMLESS** Cascade Mountain Management Corporation, Cascade Mountain Land Holdings LLC and their owners, agents and employees for any injuries sustained to my child while using the above described equipment. **I agree not to bring any action or lawsuit against the CASCADE MOUNTAIN RELEASEES for any personal injury caused by the NEGLIGENCE of any CASCADE MOUNTAIN RELEASEE.**

I understand that for a fee of \$69.00 in addition to the normal entry fee, Cascade Mountain offers an optional Agreement that does not require me to sign a release of liability. In signing this Release of Liability, I acknowledge I am aware of this option offered by Cascade Mountain and hereby waive my right to purchase the same.

I have carefully read this Release of Liability and Parental Permission Agreement and fully understand its contents. This document constitutes the final and entire agreement between Cascade Mountain Management Corporation, Cascade Mountain Land Holdings LLC and the undersigned. **I am aware that by signing this document, I am WAIVING certain legal rights of myself and those of my child, including the right to sue Cascade Mountain Management Corporation or Cascade Mountain Land Holdings LLC for negligent acts or omissions.** I am aware this Release of Liability and Parental Permission Agreement is a contract between my child, myself, and the Cascade Mountain releasees and I sign it of my own free will.

**B. PARENTAL PERMISSION AGREEMENT FOR RENTAL EQUIPMENT:**

I UNDERSTAND that my child will be renting equipment at Cascade Mountain on the above date(s) and hereby give permission for him/her to rent skiing/snowboarding equipment.

I UNDERSTAND and am aware that skiing/snowboarding involves certain inherent risks, dangers and hazards which can result in serious personal injury or death and that personal injuries are a common and ordinary occurrence in the sport. I hereby agree to freely and expressly assume any and all risks of injury or death to my child while using the equipment while skiing/snowboarding.

I UNDERSTAND that the ski equipment being furnished forms part of a ski-boot-binding system which will NOT RELEASE at all times or under all circumstances and that it is not possible to predict every situation in which it will or will not release and that its use cannot guarantee my child's safety or freedom from injury while skiing. I further understand and agree that the ski-boot-binding system may reduce, but does NOT ELIMINATE, the risk of injury to the lower portion of my child's leg or any other parts of my child's body. I further understand that the boot-binding system will not reduce at all the risk of injury to my child's knee and that the boot-binding system will not release in the event of a backward fall.

I UNDERSTAND that the snowboard boot-binding system WILL NOT ORDINARILY RELEASE during use, nor is it specifically designed or intended to release as a result of forces during ordinary operation, and it is therefore absolutely NO GUARANTEE OF MY CHILD'S SAFETY.

I UNDERSTAND that I am responsible for any damage to the equipment while in my child's possession. This includes, but is not limited to theft or loss.

I FURTHER UNDERSTAND this equipment is not to leave Cascade Mountain property, and this agreement is for dates listed above only and the equipment is to be returned at the end of each session to avoid additional charges.

I UNDERSTAND there are NO WARRANTIES, expressed or implied, which extend beyond the description of the equipment my child rents, and that my child rents said equipment AS IS.

**CAUTION: READ BEFORE SIGNING! THIS DOCUMENT AFFECTS YOUR AND YOUR CHILD'S LEGAL RIGHTS AND WILL BAR YOUR AND YOUR CHILD'S RIGHT TO SUE!**

Parent's Signature \_\_\_\_\_ Date \_\_\_\_\_

User's Signature \_\_\_\_\_ Date \_\_\_\_\_ Age \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_