

Cascade Mountain Release of Liability - Parental Permission Agreement

This form is required for all minors unaccompanied by a parent or legal guardian who are renting equipment.

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 FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY TO MY CHILD OR DAMAGE TO MY CHILD'S PROPERTY WHICH IS CAUSED IN ANY WAY BY THE NEGLIGENT ACTS OR FAILURES TO ACT 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 OR RENTAL OF THIS EQUIPMENT.

I accept for myself and on behalf of my child full responsibility for any and all injuries or damages 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 further agree not to make a claim against or sue Cascade Mountain Management Corporation or Cascade Mountain Land Holdings LLC for injuries or damage relating to my child's skiing/snowboarding and/or the use of this equipment.

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, my spouse, and those of my child, including the right to sue Cascade Mountain Management Corporation or Cascade Mountain Land Holdings LLC.** I am aware this Release of Liability-Parental Permission Agreement is a contract between my child, myself, my spouse, and Cascade Mountain Management Corporation, Cascade Mountain Land Holdings LLC, and I sign it of my own free will.

B. PARENTAL PERMISSION AGREEMENT:

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 and damage to property 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 or damage to his/her property 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 _____

Parent's Signature _____ Date _____

User's Signature _____ Date _____ Age _____

Street _____ City _____ State _____ Zip _____

CASCADE MOUNTAIN SNOW-TUBE RENTAL AGREEMENT AND RELEASE OF LIABILITY

A. SNOW-TUBE RENTAL AGREEMENT.

Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Age _____

I understand I must not slide until the tube lane is clear. I understand I should immediately exit the tube lane upon completion of the run, keeping a careful lookout for oncoming snow-tubes. I agree to heed all signs and follow the directions of the tube hill attendants. All instructions on the use of my rental equipment were made clear to me and I understand the function of my equipment. I agree there are no warranties, expressed or implied, which have been made to me concerning the rental equipment, and I accept the rental equipment in its AS IS condition.

Renter's Signature: _____

Parent's or Legal Guardian's Signature*: _____

*Parent or Guardian signature must accompany minor signature.

B. RELEASE OF LIABILITY.

I accept and understand the sport of snow-tubing involves certain inherent and other risks, dangers, and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in this sport. Risks include, but are not limited to, risk of injury or death from changes in terrain and snow surface, ice, bumps, bare spots, debris, fences, posts, trees, lift equipment and towers, light poles, signs, buildings, and walkways, ramps, padded and non-padded barriers, obstacles, snowmaking, grooming equipment, and collisions with other snow-tubes or snow-tubers or lift attendants and/or other objects and hazards, both natural and man-made, including collisions with obstacles adjacent to and off the snow-tubing lanes, such as light poles, posts, snowmaking towers, risers and guns, and other snowmaking equipment, rocks and trees. **I FREELY ACCEPT AND ASSUME ALL RISKS OF INJURY ASSOCIATED WITH THIS SPORT.**

In consideration of the rental of the snow-tubing equipment and the use of the snow-tubing facility, **I HEREBY RELEASE AND FULLY DISCHARGE Cascade Mountain Management Corporation and Cascade Mountain Land Holdings LLC, their owners, officers, shareholders, agents and employees (collectively the "CASCADE MOUNTAIN RELEASEES") from any liability resulting from any personal injury to myself, including death, or damage to my property which is caused by the BREACH OF ANY EXPRESS OR IMPLIED WARRANTY or the NEGLIGENT ACT OR OMISSION of any CASCADE MOUNTAIN RELEASEE with respect to:**

- controlling of snow-tube and snow-tuber traffic in the lanes and run-out area;
- selection, installation, adjustment, inspection, maintenance, or repair of the rental equipment;
- instructions given or not given to me concerning the equipment or its use;
- operations of the snow-tubing area, including but not limited to the design, location, construction, inspection, maintenance, and changing conditions of the snow-tube lanes and run-out area;
- grooming, snowmaking, lifts, and lift loading, riding, and unloading operations;
- padding or non-padding of natural and man-made obstacles, barriers and hazards on, adjacent to, or off the snow-tubing lanes;
- posting or failure to post warnings and signs;
- providing or failing to provide fences or other barriers, including the selection of the fencing/barrier materials;
- classification and labeling of snow-tube runs;
- maintaining or modifying variations in the surface, steepness, and pitch of snow-tube lanes and slopes; and conditions adjacent to and beyond the snow-tube run-out area, including the presence of light poles, posts, the conveyor tow, and snowmaking towers, risers and guns, and other snowmaking equipment, rocks and trees.

I accept full responsibility for any and all injuries or damages of any kind which may result from the use of the rental equipment or the participation in this sport, and I agree to **HOLD HARMLESS** the CASCADE MOUNTAIN RELEASEES for any injury or damage sustained by me, including death, while using the rental equipment and participating in this sport. I agree not to bring any action or lawsuit against any CASCADE MOUNTAIN RELEASEE for any injury or damage.

I understand that for a fee of \$22.00 per person per day in addition to the normal rental price, Cascade Mountain offers an optional Snow-Tube Rental 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.

In accordance with Wisconsin law, nothing in this Release of Liability should be construed as releasing, discharging or waiving any claims I may have for reckless or intentional acts on the part of any CASCADE MOUNTAIN RELEASEE.

In the event I am signing as a parent or guardian of a minor, I represent I have full authority to do so, realizing this Release of Liability is binding upon the minor as well as myself.

I HAVE CAREFULLY READ THIS SNOW-TUBE RENTAL AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS FOR MYSELF AND/OR MY CHILD, INCLUDING THE RIGHT TO SUE CASCADE MOUNTAIN MANAGEMENT CORPORATION OR CASCADE MOUNTAIN LAND HOLDINGS LLC, THEIR OWNERS, OFFICERS, SHAREHOLDERS, AGENTS OR EMPLOYEES FOR CERTAIN CLAIMS.

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

Renter's Signature: _____ Date: _____

Parent/Guardian Signature*: _____ Date: _____

*Parent or Guardian signature must accompany minor signature