

MT. LA CROSSE SKI AND RIDE SCHOOL RELEASE OF LIABILITY – 2022-2023

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I understand that there are risks, dangers, and hazards associated with the sport of skiing in its various forms, including snowboarding, that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in these sports and in this Ski and Ride School. In consideration of my participation in classes, instruction, and/or lessons by the Ski and Ride School and use of Mt. La Crosse facilities, **I HEREBY RELEASE AND FULLY DISCHARGE Mt. La Crosse, Inc, its owners, officers, shareholders, directors, instructors, agents, and employees (collectively the “MT. LA CROSSE RELEASEES”) from any liability resulting from any personal injury to myself, including death, or damage to my property which is caused by the NEGLIGENT ACT OR OMISSION of any MT. LA CROSSE RELEASEE with respect to:**

- The preparation, organization, coordination, operation or supervision of the Mt. La Crosse Ski and Ride School or its classes, instructions or lessons;
- the preparation, design, location, construction, installation, setting, classification, labeling, operation, inspection, maintenance, repair or supervision of the trail(s), slope(s), area(s) and course(s) used for the Mt. La Crosse Ski and Ride School, its classes, instructions or lessons;
- the classes, instructions or lessons given or not given to me;
- the design, location, construction, inspection, and maintenance of trails, ski runs, and slopes, including their grooming and modifications to their natural steepness and pitches;
- the design, location, construction, inspection, and maintenance of terrain features, including rails, boxes, corrugated pipes, cylinders, dance floors, wall rides, rollers, step-up, step-down, and tabletop and other jumps, including their height, location of their start position, and the length and angle of their approaches and decks, and the angle and length of their take-off ramps and landing areas;
- grooming, snowmaking, and snowmobile equipment and operations;
- the operation of chairlifts, and chairlift loading, riding, and unloading operations, including the presence or absence of restraint bars on the chairs;
- the padding or non-padding of natural and man-made obstacles and hazards on, adjacent to, or off the skiable terrain;
- the posting or failure to post warnings and signs, and the construction of fences or other barriers, including the selection of the construction materials, or the failure to construct fences or other barriers;
- the classification and labeling of trails, ski runs, and terrain features;
- the presence of snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, light posts, rocks, and trees on or adjacent to the ski runs; and
- the training and equipment necessary to safely unload the skier in the event the skier is slipping out or hanging from a chairlift.

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

I understand that, for a fee of \$____, Mt. La Crosse offers an optional Ski and Ride School 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 Mt. La Crosse and hereby waive my right to purchase the same.

I HAVE CAREFULLY READ THIS SKI AND RIDE SCHOOL RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS SKI AND RIDE SCHOOL RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE MT. LA CROSSE, INC, ITS OWNERS, OFFICERS, SHAREHOLDERS, DIRECTORS, INSTRUCTORS, AGENTS, OR EMPLOYEES FOR ANY OF THE ABOVE-DESCRIBED NEGLIGENT ACTS OR OMISSIONS OF ANY MT. LA CROSSE RELEASEE.

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

Participant's Name (Print): _____ Age: _____ Date of Birth (if under 19): _____
Address: _____ City: _____ State: _____ Zip Code: _____
Any health issues/allergies we should be aware of? Explain: _____ Emergency phone # today: _____
Ski/Snowboard Level: _____ Skied or Snowboarded in Ski and Ride School previously? Y / N (circle one)
Participant's Signature: _____ Date: _____

PARENT AGREEMENT

As parent and/or legal guardian of the above-named minor participant, I hereby give permission for my child or ward to participate in classes, instructions, and/or lessons by the Mt. La Crosse Ski and Ride School. I have read and understand the above MT. LA CROSSE SKI AND RIDE SCHOOL RELEASE OF LIABILITY and, on my behalf and on behalf of my child or ward, I agree to all terms contained therein. I represent I have full authority to sign on behalf of my child or ward, realizing this Release of Liability is binding upon my child or ward as well as myself. **I, on behalf of myself and my child or ward, agree not to bring any action or lawsuit against Mt. La Crosse, Inc, its owners, officers, shareholders, directors, instructors, agents, or employees for any personal injury suffered by my child or ward or myself, caused by any of the above-described negligent acts or omissions of any MT. LA CROSSE RELEASEE.**

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

*Parent or Legal Guardian signature must accompany minor signature.