

NORDIC MOUNTAIN, LLC SEASON PASS RELEASE OF LIABILITY FOR 2009-2010

Pass No.

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

I understand that skiing in its various forms, including downhill skiing and snowboarding, involves risks, dangers and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence. Risks include, but are not limited to, changes in terrain, weather and snow surfaces, ice, moguls, bare spots, debris, fences, posts, trees, lift equipment and towers, rope tows, light poles, signs, buildings, roads and walkways, ramps, half-pipes, jumps and other terrain features, padded and non-padded barriers, grooming equipment, snowmobiles, collisions with other persons and other natural and man-made hazards. I acknowledge that the risks in the sport of skiing can be greatly reduced by taking lessons, abiding by the Skier Responsibility Code (known as Your Responsibility Code), and using common sense.

In consideration of the purchase of a season pass for Nordic Mountain and use of its facilities, **I RELEASE AND FULLY DISCHARGE Nordic Mountain, LLC, its owners, officers, shareholders, agents and employees 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 NEGLIGENCE ACT OR OMISSION of Nordic Mountain, LLC, its owners, officers, shareholders, agents or employees in the design, location, construction, inspection, maintenance and repair of the conditions on or about the premises or ski area or the operations of the ski area, including:**

- the design, location, construction, inspection, maintenance and repair of trails, ski runs, slopes, ramps, half-pipes, jumps and other terrain features;
- grooming, snow-making, snowmobile operations, the operation of chair-lifts and rope tows, and chair-lift and rope tow loading and unloading operations;
- padding or non-padding of natural and man-made obstacles and hazards;
- posting or failure to post warnings, signs, fences or other cautions or barriers;
- classification and labeling of trails and ski runs; or
- maintaining or modifying variations in the surface, steepness and pitch of trails, ski runs, slopes and terrain features.

I accept full responsibility for any injuries or damages which may result from the participation in the sport, and it is my intent to **HOLD HARMLESS** Nordic Mountain, LLC, its owners, officers, shareholders, agents or employees for any injury sustained by me, including death, while participating in the sport. I agree not to bring any action or suit against Nordic Mountain, LLC, its owners, officers, shareholders, agents or employees for any injury or damage.

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 Nordic Mountain, LLC, or its owners, officers, shareholders, agents or employees.

In the event that I am signing as a parent 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 RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE NORDIC MOUNTAIN, LLC, ITS 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!**

Pass Holder's Name (Print): _____

Address: _____ City: _____ State: _____ Zip Code: _____

Age: _____ Date of Birth (if under 18): _____ Phone: _____

Pass Holder's Signature: _____ Date: _____

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

*Parent or Guardian signature must accompany minor signature.