

NORDIC MOUNTAIN, INC. SKI SCHOOL RELEASE OF LIABILITY

I understand that skiing in its various forms, including downhill skiing and snowboarding, and skiing in this ski school, involves risks, dangers and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in this sport and in this ski school. Risks include, but are not limited to, changes in terrain, weather and snow surfaces, ice, moguls, bare spots, debris, fences, posts, trees, chairlift and surface lift equipment and towers, light poles, signs, buildings, roads and walkways, ramps, padded and non-padded barriers and obstacles, jumps and other terrain features (including the angle and length of their approaches, take-off ramps and landing areas) both in and out of the terrain park, snow making and grooming equipment and operations, snowmobile operations, collisions with other persons and other natural and man-made hazards, and improperly-adjusted or malfunctioning equipment. I freely accept and assume the risks associated with skiing in its various forms and in this ski school. 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 permission to participate in classes, instructions and/or lessons by the Nordic Mountain Ski School and use of Nordic Mountain's facilities, **I RELEASE AND FULLY DISCHARGE Nordic Mountain, INC., its owners, officers, shareholders, instructors, agents and employees (collectively the "NORDIC 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 NEGLIGENCE ACT OR OMISSION of any NORDIC MOUNTAIN RELEASEE, including any NEGLIGENCE ACT OR OMISSION in:**

- the preparation, organization, coordination, operation or supervision of the Nordic Mountain Ski School, its instructors, or its classes, instructions or lessons;
- classes, instructions or lessons given or not given to me;
- the design, location, construction, inspection, classification, and maintenance of trails, ski runs, and slopes, including their grooming and modifications to their natural steepness and pitches used by Nordic Mountain in its classes, instructing, or lessons;
- the design, location, construction, inspection, and maintenance of table tops and other jumps, including the angle and length of their approaches, take-off ramps, and landing areas;
- the design, location, construction, inspection, and maintenance of all other terrain features, including the angle and length of their approaches, take-off ramps, and landing areas;
- grooming, snowmaking, and snowmobile operations and equipment, the operation of chairlifts and handle tows and rope tows, and chairlift and handle tow and rope tow loading, riding, and unloading operations for the Nordic Mountain Ski School;
- the padding or non-padding of natural and man-made obstacles and hazards;
- the posting or failure to post warnings and signs, and the construction of or non-construction of fences or other barriers, including the selection of the construction materials; or
- the classification and labeling of trails, ski runs, and terrain features.

I accept full responsibility for any injury or damage which may result from the participation in the Nordic Mountain Ski School and its classes, instructions or lessons, and I hereby **HOLD HARMLESS** the NORDIC MOUNTAIN RELEASEES for any injury or damage sustained by me, including death, while participating in the Nordic Mountain Ski School. I agree not to bring any action or lawsuit against any NORDIC MOUNTAIN RELEASEE for any injury or damage.

I understand that, for a fee of \$15.00 in addition to the normal ski school fee, Nordic Mountain offers an optional Ski 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 Nordic 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 NORDIC MOUNTAIN RELEASEE.

I HAVE CAREFULLY READ THIS SKI SCHOOL RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS SKI SCHOOL RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE NORDIC MOUNTAIN, INC., ITS OWNERS, OFFICERS, SHAREHOLDERS, INSTRUCTORS, AGENTS OR EMPLOYEES FOR CERTAIN CLAIMS.

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 18): _____

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

Any health issues/allergies we should be aware of? Explain: _____

Emergency phone # today: _____

Ski Level: _____

Skied in Nordic Mountain Ski 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 Nordic Mountain Ski School. I have read and understand the above **NORDIC MOUNTAIN SKI 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 Nordic Mountain, INC., their owners, officers, shareholders, instructors, agents or employees for any injury or damage suffered by my child or ward or myself.

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

*Parent or Guardian signature must accompany minor signature.

(updated 9/2015)