

**NORDIC WAKE PARK WATER SPORTS CABLEWAY
RELEASE OF LIABILITY & PARENT AGREEMENT - 2009**

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

I understand that the use of the Water Sports Cableway at the Nordic Wake Park involves risks, dangers, and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in the use of the Nordic Wake Park Water Sports Cableway.

Now, therefore, in consideration of the right to use the Nordic Wake Park Water Sports Cableway, **I HEREBY RELEASE AND FULLY DISCHARGE Nordic Mountain, LLC, its owners, officers, shareholders, agents, and employees (collectively "NORDIC MOUNTAIN RELEASEES") from all 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 by the NEGLIGENT ACT OR OMISSION of any NORDIC MOUNTAIN RELEASEE in the design, location, construction, inspection, maintenance, and repair of the conditions on or about the premises or the operations of the Cableway, including:**

- the design, location, construction, inspection, maintenance and repair of the docks, shoreline and ladders;
- the design, location, construction, inspection, maintenance and repair of water features, including boxes and kick features;
- the speed at which the Water Sports Cableway is operated and the length of the cable's rope;
- the failure of the SESITEC Model System 2.0 Cableway;
- the failure of wake boards, knee boards, waterskis, wake skates, slalom skis, trick skis, and surf boards;
- collisions with other persons, or the shoreline, or the lake bottom; and
- rope entanglement.

I accept full responsibility for any injuries or damages which may result from my participation in the sport, and I hereby **HOLD HARMLESS** the NORDIC MOUNTAIN RELEASEES for any injury sustained by me, including death, while participating in the use of said Water Sports Cableway. I agree not to bring any action or suit against the NORDIC MOUNTAIN RELEASEES for any injury or damage.

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 NORDIC MOUNTAIN RELEASEE.

I understand for a fee of \$15.00 per person per day in addition to the normal ticket price, Nordic Mountain, LLC, offers an optional ticket 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, LLC, and hereby waive my right to purchase the same.

I HAVE CAREFULLY READ THIS NORDIC WAKE PARK WATER SPORTS CABLEWAY 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!**

1 st Ticket Holder's Name (Print): _____	Ticket Holder's Signature: _____	Age: _____
2 nd Ticket Holder's Name (Print): _____	Ticket Holder's Signature: _____	Age: _____
3 rd Ticket Holder's Name (Print): _____	Ticket Holder's Signature: _____	Age: _____
4 th Ticket Holder's Name (Print): _____	Ticket Holder's Signature: _____	Age: _____
5 th Ticket Holder's Name (Print): _____	Ticket Holder's Signature: _____	Age: _____
6 th Ticket Holder's Name (Print): _____	Ticket Holder's Signature: _____	Age: _____

PARENT AGREEMENT

As parent or guardian of the above-named minor(s), I have read and understand the foregoing Nordic Wake Park Water Sport Cableway Release of Liability and, on my behalf and on behalf of my child(ren) or ward(s) named above, I agree to all terms contained therein. In doing so, I agree to **RELEASE AND FULLY DISCHARGE Nordic Mountain, LLC, its owners, officers, shareholders, agents, and employees (collectively "NORDIC MOUNTAIN RELEASEES")** under the terms described in the foregoing Release of Liability. I accept full responsibility for any injury or damage to my child(ren) or ward(s) including death, which may result from the use of the Nordic Wake Park Water Sports Cableway, and I agree to **HOLD HARMLESS** the NORDIC MOUNTAIN RELEASEES for any injury or damage sustained by my child(ren) or ward(s), including death, while using the Nordic Wake Park Water Sports Cableway at Nordic Mountain. I agree not to bring any action or suit against the NORDIC MOUNTAIN RELEASEES for any injury or damage. I represent I have full authority to sign on behalf of my child(ren) or ward(s) named as Ticket Holder(s) above, realizing that my agreement to the above Release of Liability is binding upon my child(ren)/ward(s) as well as myself.

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

*Parent or Guardian signature must accompany any minor signature(s) above even if Parent or Guardian has already signed as a Ticket Holder above.

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