

NORDIC MOUNTAIN, LLC SKI SCHOOL RELEASE OF LIABILITY

**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 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, rocks, stumps, 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 both in and out of the terrain park, 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 permission to participate in classes, instruction and lessons by the Nordic Mountain, LLC Ski School, **I RELEASE AND FULLY DISCHARGE the Nordic Mountain, LLC Ski School, Nordic Mountain LLC, their owners, officers, shareholders, instructors, agents and employees (collectively "NORDIC MOUNTAIN RELEASEES") from any liability resulting from any personal injury to myself, including death, or any 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 in any of the following:**

- preparation, organization, coordination, operation or supervision of the Nordic Mountain, LLC Ski School and its class(es), instruction or lesson(s);
- preparation, design, layout, location, construction, installation, selection, setting, inspection or maintenance of the area(s), course(s) and equipment used for any Nordic Mountain, LLC Ski School class, instruction or lesson;
- organization, coordination, operation or supervision of the area(s) and course(s) used for any Nordic Mountain, LLC Ski School class, instruction or lesson;
- classes, instructions or lessons given or not given to me;
- grooming, snow-making, snowmobile operation, ski-lift and rope tow operation, and ski-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 barriers;
- classification and labeling of trails, ski runs, areas and courses; or
- maintaining or modifying variations in the surface, steepness and pitch of trails, ski runs, slopes, half-pipes, jumps and other terrain features, ski school areas and ski school courses.

I accept full responsibility for any injury or damage which may result from participation in classes, instruction or lessons by the Nordic Mountain, LLC Ski School, and I hereby **HOLD HARMLESS** the NORDIC MOUNTAIN RELEASEES for any injury or damage sustained by me, including death, while participating in classes, instruction or lessons by the Nordic Mountain, LLC Ski School. 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 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.

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 RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE NORDIC MOUNTAIN, LLC SKI SCHOOL, NORDIC MOUNTAIN LLC, THEIR 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): _____

Participant's Age: _____ Date of Birth (if under 18): _____

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

Emergency phone # today: _____

Ski Level: _____ Skied in Nordic Mountain, LLC Ski School program in the past? Y / N (Circle one)

Participant's Signature: _____ Date: _____

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

*Parent or Guardian signature must accompany minor signature. (updated 9/08)