

# COMPETITION RELEASE OF LIABILITY FOR 2019-2020

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

Of my own free will, I agree to enter and compete in the \_\_\_\_\_ ski races during the 2019-2020 ski season at Sunburst Ski Area under the terms contained hereinafter.

I understand and agree that participation in slalom, giant slalom, and downhill ski racing competitions involves risks, dangers, and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in these races. Risks include, but are not limited to, falls, changes in terrain and course conditions, weather, and snow surfaces, ice, bare spots, debris, fences, ruts, posts, signs, lift towers, padded and non-padded barriers and obstacles, collisions with gates, persons, and other natural and man-made hazards, and improperly adjusted or malfunctioning equipment. I freely accept and assume the risks associated with ski race competitions.

I represent I possess the necessary skills and physical ability to enter and participate in the \_\_\_\_\_ ski race competitions at Sunburst Ski Area during the 2019-2020 season in such a way that I will not endanger myself or others. I am aware that I am bound by certain Wisconsin laws and the Skier Responsibility Code (known as Your Responsibility Code). I understand it is my responsibility to inspect all runs, courses, and terrain, prior to competing, regardless of whether or not the run, course, or terrain is familiar to me. I agree to never utilize any run, course, or terrain without first conducting such inspection. I further understand it is my responsibility to avoid falls and collisions, and to avoid injury to myself and others. I also understand I am responsible for the inspection and maintenance of my equipment. I agree to abide by all rules, regulations, and conduct codes deemed appropriate by Sunburst Ski Area. I understand the failure to abide by these rules, regulations, and conduct codes may lead to immediate termination of my participation in the \_\_\_\_\_ ski races at Sunburst Ski Area.

In consideration of the permission to compete in the \_\_\_\_\_ ski races during the 2019-2020 ski season at Sunburst Ski Area and to use Sunburst Ski Area's facilities, **I HEREBY RELEASE AND FULLY DISCHARGE Friedl Ski Ventures, LLC d/b/a Sunburst, and eco Land Holdings, LLC, their owners, officers, shareholders, directors, agents, and employees (collectively the "SUNBURST RELEASEES") from any liability resulting from any personal injury to myself, including death, which is caused by any NEGLIGENT ACT OR OMISSION of any SUNBURST RELEASEE with respect to:**

- § the preparation, organization, coordination, judging, operation, or supervision of the competition;
- § the preparation, design, location, construction, inspection, and maintenance of all race slopes and race courses and their associated terrain;
- § the design, placement, setting and location of the race course(s), race gates, and race poles;
- § instructions given or not given to me concerning the competition, the race courses and their associated terrain, or any part thereof;
- § grooming, snowmaking, the operation of chairlifts and surface lifts, and chairlift and surface lift loading, riding, and unloading operations for the competition, including the presence or absence of restraint bars on the chairs;
- § padding or non-padding of natural and man-made obstacles and hazards on, adjacent to, or off the skiable terrain;
- § posting or failure to post warnings, signs, fences, or other cautions or barriers, and the construction of or non-construction of fences and other barriers, including the selection of the construction materials; and
- § the presence of snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, light poles, rocks, and trees on and adjacent to the ski runs.

I accept full responsibility for any personal injury which may result from my participation in the \_\_\_\_\_ ski races at Sunburst Ski Area during the 2019-2020 ski season, and I hereby **HOLD HARMLESS** the SUNBURST RELEASEES for any injury sustained by me, including death, caused by the NEGLIGENCE of any SUNBURST RELEASEE while participating in any \_\_\_\_\_ ski races during the 2019-2020 season and **I agree not to bring any action or lawsuit against any SUNBURST RELEASEE for any personal injury caused by the NEGLIGENCE of any SUNBURST RELEASEE.**

In accordance with Wisconsin law, nothing in this Competition 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 SUNBURST RELEASEE.

I understand that for a one time fee of \$100.00 in addition to the normal entry fee, Sunburst Ski Area offers a Competition Agreement which does not require the signing of a Competition Release of Liability. In signing this Competition Release of Liability, I acknowledge I am aware of this option offered by Sunburst Ski Area and hereby waive my right to purchase said option.

**I HAVE CAREFULLY READ THIS COMPETITION RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS COMPETITION RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE Friedl Ski Ventures, LLC d/b/a SUNBURST or eco Land Holdings, LLC or THEIR OWNERS, OFFICERS, SHAREHOLDERS, AGENTS OR EMPLOYEES FOR NEGLIGENT ACTS OR OMISSIONS.**

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

Competitor's Name (Print): \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Age: \_\_\_\_\_ Date of Birth (if under 19): \_\_\_\_\_ Competitor's Racer Level: \_\_\_\_\_  
Competitor's Signature: \_\_\_\_\_

### PARENT AGREEMENT

As parent or guardian of the above-named minor, I hereby give permission for my child or ward to enter and participate in \_\_\_\_\_ ski races at Sunburst Ski Area during the 2019-2020 ski season. I have read and understand the above **COMPETITION RELEASE OF LIABILITY** and, on my behalf and on behalf of my child or ward, I agree to all the terms contained therein. I represent I have full authority to sign on behalf of my child or ward, realizing that my agreement to the above Competition Release of Liability is binding upon my child/ward as well as myself. **I agree, on behalf of myself and my child/ward, not to bring any action or lawsuit against Friedl Ski Ventures, LLC d/b/a Sunburst or eco Land Holdings, LLC or their officers, shareholders, agents or employees for any personal injury caused by any NEGLIGENT ACT OR OMISSION of any SUNBURST RELEASEE**

Parent's or Legal Guardian's Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

\*Parent or Guardian signature must accompany minor signature.

Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_