

SUNBURST DAILY LIFT TICKET RELEASE OF LIABILITY AND PARENT AGREEMENT 2019-2020

**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, the operation of chairlifts, and chairlift loading, riding, and unloading operations, including the presence or absence of restraint bars on the chairs, light poles, signs, buildings, ramps, roads and walkways, rails, boxes, corrugated pipes, cylinders, dance floors, wall rides, rollers, and table tops and other jumps, including their height, the location of the start point, and the angle of their approaches and the angle and length of their take-off ramps and landing areas, and other terrain features, padded and non-padded obstacles, snowmaking, grooming, and snowmobile equipment and operations, and collisions with other persons and other natural and man-made hazards, including collisions with people and obstacles adjacent to and off the skiable terrain, such as snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, rocks and trees, and improperly-adjusted and malfunctioning equipment. I acknowledge 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), obeying the Wisconsin Skier Safety Act, and using common sense.

In consideration of the purchase of a lift ticket for Sunburst and use of its 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 design, location, construction, inspection, and maintenance of trails, ski runs, and slopes, including their grooming and modifications to their natural steepness and pitches;
- the design, location, construction, inspection, and maintenance of rails, boxes, tube jams, table tops and other jumps, including their height, their start location, the angle of their approaches and the angle and length of their take-off ramps and landing areas;
- the loading, riding, and unloading of surface lifts;
- grooming, snowmaking, and snowmobile equipment and operations;
- the operation of chairlifts, and chairlift loading, riding, and unloading operations, including the presence or absence of restraint bars on the chairs;
- the padding or non-padding of natural and man-made obstacles and hazards on, adjacent to, or off the skiable terrain;
- the posting or failure to post warnings, signs, and the construction of fences or other barriers, including the selection of the construction materials, or the failure to construct fences or other barriers;
- the classification and labeling of trails, ski runs, and terrain features; and
- the presence of snowmaking pipes, hydrants, guns, wands, other snowmaking equipment, light posts, rocks, and trees adjacent to the ski runs.

I accept full responsibility for any personal injury which may result from my participation in the sport, and I hereby **HOLD HARMLESS** the SUNBURST RELEASEES for any personal injury sustained by me, including death, caused by the negligence of any SUNBURST RELEASEE while participating in the sport. **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 Release 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.

In the event I am signing as a parent of a minor, I represent I have full authority to do so, realizing this Release is binding upon the minor as well as myself.

I understand that for a fee of \$10.00 per person per day in addition to the normal lift ticket price, Sunburst offers an optional lift 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 Sunburst and hereby waive my right to purchase the same.

I HAVE CAREFULLY READ THIS LIFT TICKET 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 SUNBURST, ITS 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!

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: _____

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

Phone #: _____ E-mail: _____

PARENT AGREEMENT

I, the undersigned parent or guardian of the above-named minor(s), have read and understand the foregoing Lift Ticket 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 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")** 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 skiing and/or snowboarding at Sunburst, and I agree to **HOLD HARMLESS** the SUNBURST RELEASEES for any injury or damage sustained by my child(ren) or ward(s), including death, while skiing and/or snowboarding at Sunburst caused by the negligence of the SUNBURST RELEASEES. I agree, on behalf of myself and my child/ward, not to bring any action or suit against the SUNBURST RELEASEES for negligent acts or omissions. I represent I have full authority to sign on behalf of my child(ren) or ward(s) named as Ticket Holder 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. (6/19)