

# SUNBURST SEASON PASS RELEASE FOR THE 2019-2020 SEASON

## 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, 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 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 season pass for the 2019-2020 ski season 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, or damage to my property which is caused by the 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 all terrain features, including but not limited to rails, boxes, corrugated pipes, cylinders, dance floors, wall rides, rollers, and table tops and other jumps, including their height and the angle of their approaches and the angle and length of the take-off ramps and landing areas;
- 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 and 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, and other snowmaking equipment, light posts, rocks, and trees adjacent to the ski runs.

I accept full responsibility for any injuries or damages which may result from my participation in the sport, 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 the sport. I agree not to bring any action or lawsuit against any SUNBURST RELEASEE for any injury or damage 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 \$50.00 in addition to the normal season pass price, Sunburst offers an optional season pass 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 SEASON PASS 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 FRIEDL SKI VENTURES, LLC D/B/A SUNBURST, OR ECO LAND HOLDINGS, LLC, THEIR OWNERS, OFFICERS, SHAREHOLDERS, DIRECTORS, 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!**

Pass Holder's Name (Print): \_\_\_\_\_ Pass Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

\*Parent or Guardian signature must accompany any minor signature above.