

FREQUENT RENTAL AND TICKET AGREEMENT & RELEASE OF LIABILITY FOR 2019-2020

A. FREQUENT SKIER AGREEMENT.

By signing this Agreement one time, I agree that the below Release of Liability is binding upon myself on each and every occasion in which I purchase a lift ticket or I rent ski or snowboard equipment from Sunburst during the 2019-2020 ski season. I understand I must abide by the terms of the rental agreement which I will complete for each rental of equipment. By executing this form one time, I except for use in the AS IS condition the equipment which I rent on each and every occasion and accept full responsibility for its care in my possession. I will be responsible for the replacement, at full retail value, of any equipment rented from Sunburst which is not returned. I agree to reimburse Sunburst for any loss or damage of any kind to the rental equipment, other than reasonable wear and tear. I agree to return all rental equipment on the agreed date for each rental, in clean condition, to avoid additional charges. I agree that the rental equipment will be used for the purpose of skiing and/or snowboarding at Sunburst only.

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, rollers and terrain features, including rails, bonks, boxes, corrugated pipes, cylinders, dance floors, wall rides, table top, step-up and step-down jumps, hips and other forms of jumps, including their height, the location of the start point, and the angles of their approaches and the angles and lengths of their take-off ramps and landing areas, 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 **downhill skiing**, I understand the boot/binding system I rent is designed to reduce the risk of certain injuries to the lower leg. It will not release at all times or under all circumstances where a release may prevent injury, nor is it possible to predict every situation in which it will release. I understand the same boot/binding system will not reduce the risk of injury to my knees or other parts of my body. I further understand the same boot/binding system does not have a backward release capability and will not release or protect any part of my body in the event of a backward fall. In **snowboarding**, I understand the boot/binding system I rent will not release during use, nor is it designed or intended to release in falls or accidents, or protect against any type of injury. I therefore understand the boot/binding system I rent in either circumstance CANNOT GUARANTEE MY SAFETY.

Signature: _____

B. RELEASE OF LIABILITY.

In consideration of the rental of ski and/or snowboard equipment AS IS and the purchase of lift tickets at any time during the 2019-2020 ski season from Sunburst and the use of Sunburst facilities during the 2019-2020 ski season, I **HEREBY RELEASE AND FULLY DISCHARGE Friedl Ski Ventures, LLC d/b/a Sunburst or eco Land Holdings, LLC, their owners, officers, shareholders, 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 selection, installation, adjustment, inspection, maintenance, or repair of the equipment rented;
- the instructions given or not given concerning the rental equipment or its use;
- 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 terrain features, including rails, bonks, boxes, corrugated pipes, cylinders, dance floors, wall rides, table top, step-up and step-down jumps, hips and other forms of jumps, including their height, their start location, and the angles and lengths of their approaches and the angles and lengths of their take-off ramps and landing areas;
- grooming, snowmaking, and snowmobile operations, the operation of chairlifts and conveyor and handle tows, and chairlift and conveyor and handle tow 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 or non-construction of fences or other barriers, including the selection of the construction materials;
- the classification and labeling of trails, ski runs, and terrain features; or
- the presence of snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, light poles, rocks, and trees adjacent to the ski runs.

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 SUNBURST RELEASEE.

I understand that, for a fee of \$100.00 per season in addition to the normal lift ticket price, Sunburst offers an optional Frequent Rental and Ticket Agreement 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 FREQUENT RENTAL AND TICKET AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS FOR MYSELF, INCLUDING THE RIGHT TO SUE FRIEDL SKI VENTURES, LLC D/B/A SUNBURST, AND ECO LAND HOLDINGS, LLC, THEIR OWNERS, OFFICERS, SHAREHOLDERS, AGENTS OR EMPLOYEES FOR CERTAIN NEGLIGENT ACTS OR OMISSIONS.

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

Signature: _____ Date: _____

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

Phone #: _____ E-mail: _____