

**SNOW-TUBING SEASON PASS AND SNOW-TUBING DAILY LIFT TICKET
RELEASE OF LIABILITY FOR THE 2019-2020 SNOW-TUBING SEASON**

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

A. EQUIPMENT RENTAL AGREEMENT.

I accept and understand the sport of snow-tubing involves certain inherent and other risks, dangers, and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in this sport. Risks include, but are not limited to, risk of injury or death from changes in terrain and snow surface, ice, bumps, jumps, bare spots, debris, fences, posts, trees, lift equipment and towers, light poles, signs, buildings, and walkways, ramps, padded and non-padded barriers, obstacles, snowmaking, grooming equipment, and collisions with other snow-tubes or snow-tubers or lift attendants and/or other objects and hazards, both natural and man-made, including collisions with people and obstacles adjacent to and off the snow-tubing lanes, such as light poles, posts, snowmaking towers, risers and guns, and other snowmaking equipment, rocks roadways and trees.

I accept for use in its **AS IS** condition the snow-tubing equipment I or my child is renting and accept full financial responsibility for its care while it is in my or my child's possession. I will be responsible for the replacement, at full retail value, of any snow-tubing equipment rented under this agreement which is not returned. I or my child agrees to return all rental equipment on the agreed date, in clean condition, to avoid additional charges.

The instructions on the use of the rental equipment was made clear to me and my child and I and my child fully understand the function of the equipment. I and my child agree the equipment will be used for the purpose of snow-tubing at Sunburst Ski Area only.

Renter's Signature: _____
Parent's or Legal Guardian's Signature*: _____
*Parent or Guardian signature must accompany minor signature

B. RELEASE OF LIABILITY.

In consideration of the purchase of a snow-tubing season pass or snow-tubing daily lift ticket during the 2019-2020 snow-tubing season for Sunburst Ski Area and use of its facilities, **I, INDIVIDUALLY, AND ON BEHALF OF MY CHILD, 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, or to my child, including death, which is caused by the NEGLIGENCE ACT OR OMISSION of any SUNBURST RELEASEE with respect to:**

- controlling of snow-tube and snow-tuber traffic in the snow-tube lanes and run-out area;
- selection, installation, adjustment, inspection, maintenance, or repair of the snow-tubing equipment;
- the decision by Sunburst Ski Area to not have employees who are responsible for the decision as to when a snow-tuber should start down the snow-tube lane and having the individual snow-tubers make that starting decision for himself or herself, and the fact snow-tubers may not be able to see all other snow-tubers at all times;
- instructions given or not given to snow-tubers concerning the equipment or its use or when snow-tubers should begin starting down the snow-tube lane or how or when to exit the snow-tube lane upon completion of a run;
- operations of the snow-tubing area, including, but not limited to, the design, location, construction, inspection, maintenance, and changing conditions of the snow-tube lanes and run-out area;
- snowmaking and grooming operations;
- lift loading, riding, and unloading operations;
- padding or non-padding of natural and man-made obstacles, barriers and hazards on, adjacent to, or off the snow-tube lanes;
- posting or failure to post warnings and signs;
- providing or failing to provide fences or other barriers, including the selection of the fencing/barrier materials;
- classification and labeling of snow-tube runs;
- maintaining or modifying variations in the surface, steepness, and pitch of snow-tube lanes and slopes;
- conditions adjacent to and beyond the snow-tube run-out area, including the presence of light poles, posts, the conveyor tow, and snowmaking towers, risers and guns, and other snowmaking equipment, fences, rocks, roadways and trees; and
- the length of the snow-tube lanes, including the run-out length.

I understand that for a fee of \$20.00 in addition to the normal snow-tubing daily ticket price, or for a fee of \$100.00 in addition to the normal snow-tubing season ticket price, Sunburst Ski Area offers an optional snow-tubing season pass and snow-tubing daily lift ticket that does not require me to sign a Release of Liability. In signing this Snow-Tubing Season Pass and Snow-Tubing Daily Lift Ticket Release of Liability, I acknowledge I am aware of this option offered by Sunburst Ski Area and hereby waive my right to purchase the same.

In accordance with Wisconsin law, nothing in this Release should be construed as releasing, discharging or waiving any claims I, or my child, may have for reckless or intentional acts on the part of any SUNBURST 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 Snow-Tubing Season Pass and Snow-Tubing Daily Lift Ticket Release of Liability is **binding upon the minor** as well as myself.

I HAVE CAREFULLY READ THIS SNOW-TUBING SEASON PASS AND SNOW-TUBING DAILY LIFT TICKET RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I, INDIVIDUALLY, AND ON BEHALF OF MY CHILD, AM WAIVING CERTAIN LEGAL RIGHTS FOR MYSELF, AND MY CHILD, INCLUDING THE RIGHT TO SUE FRIEDL SKI VENTURES, LLC D/B/A SUNBURST OR ECO LAND HOLDINGS, LLC, THEIR OWNERS, OFFICERS, SHAREHOLDERS, AGENTS OR EMPLOYEES FOR CERTAIN NEGLIGENCE ACTS OR OMISSIONS.

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

Daily Ticket Holder's Name (Print): _____ Daily Ticket Holder's Signature: _____
Date: _____
Address: _____ City: _____ State: _____ Zip: _____ Age: _____ Date of Birth: _____
Parent's or Legal Guardian's Signature*: _____ Date: _____
*Parent or Guardian signature must accompany minor signature.
Phone #: _____ E-mail: _____