

# CASCADE MOUNTAIN SEASON PASS RELEASE OF LIABILITY FOR 2010-2011

## 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 downhill skiing and 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, debris, fences, posts, trees, lift equipment and towers, light poles, signs, buildings, roads and walkways, terrain parks, ramps, half-pipes, jumps and other terrain features, padded and non-padded barriers, grooming equipment, snowmobiles, collisions with other persons and other natural and man-made hazards. I acknowledge that 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), and using common sense.

In consideration of the purchase of a season pass for Cascade Mountain and use of its facilities, **I RELEASE AND FULLY DISCHARGE** Cascade Mountain Inc., Cascade Mountain Management Corporation and the Walz Family Corporation, their owners, officers, shareholders, agents and employees from any liability resulting from any personal injury to myself, including death, or damage to my property which is caused by the BREACH OF ANY EXPRESS OR IMPLIED WARRANTY or the NEGLIGENT ACT OR OMISSION of Cascade Mountain Inc., Cascade Mountain Management Corporation or Walz Family Corporation, their owners, officers, shareholders, agents or employees in the design, location, construction, inspection, maintenance and repair of the conditions on or about the premises or ski area or the operations of the ski area, including:

- the design, location, construction, inspection, maintenance and repair of trails, ski runs, slopes, ramps, half-pipes, jumps and other terrain features in and out of the terrain park;
- grooming, snow-making, snowmobile operations, the operation of chair-lifts, and chair-lift loading and unloading operations;
- padding or non-padding of natural and man-made obstacles and hazards;
- posting or failing to post warnings, signs, fences or other cautions or barriers;
- classification and labeling of trails, ski runs and terrain park features; or
- maintaining or modifying variations in the surface, steepness and pitch of trails, ski runs, slopes and terrain features.

I accept full responsibility for any injury or damage which may result from the participation in the sport, and it is my intent to HOLD HARMLESS Cascade Mountain Inc., Cascade Mountain Management Corporation and Walz Family Corporation, their owners, officers, shareholders, agents or employees for any injury sustained by me, including death, while participating in the sport. I agree not to bring any action or suit against Cascade Mountain Inc., Cascade Mountain Management Corporation or Walz Family Corporation, their owners, officers, shareholders, agents or employees for any injury or damage.

In consideration of the purchase of a season pass for Cascade Mountain and use of its facilities, THE UNDERSIGNED agree that ANY AND ALL CLAIMS for injury and/or death arising from the HOLDER's participation in the ACTIVITY shall be GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN and EXCLUSIVE JURISDICTION of any claim shall be in either the CIRCUIT COURT FOR COLUMBIA COUNTY or in the UNITED STATES DISTRICT COURT FOR THE STATE OF WISCONSIN, WESTERN DISTRICT.

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 Cascade Mountain Inc., Cascade Mountain Management Corporation or Walz Family Corporation, and their owners, officers, shareholders, agents or employees.

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

I understand that, for a fee of \$100.00 in addition to the normal season pass price, Cascade Mountain 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 Cascade Mountain and hereby waive my right to purchase the same.

I HAVE CAREFULLY READ THIS 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 CASCADE MOUNTAIN INC., CASCADE MOUNTAIN MANAGEMENT CORPORATION OR WALZ FAMILY CORPORATION, THEIR OWNERS, OFFICERS, SHAREHOLDERS, AGENTS OR EMPLOYEES FOR CERTAIN CLAIMS.

**CAUTION: READ BEFORE SIGNING!**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!**

Pass Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Pass Holder's Name (Print): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Age: \_\_\_\_\_ Date of Birth (if under 18): \_\_\_\_/\_\_\_\_/\_\_\_\_

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

\*Parent or Guardian signature must accompany minor signature.