

CASCADE MOUNTAIN COMPETITION RELEASE OF LIABILITY 2018-2019

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

Of my own free will, I agree to participate in the _____ competition at Cascade Mountain under the terms contained hereinafter.

I understand that skiing in its various forms, including snowboarding, involves risks, dangers, and hazards that may cause serious personal injury or death and 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, terrain features, including rails, boxes, corrugated pipes, cylinders, dance floors, wall rides, and table tops and other jumps, including their height, the location of the start point, 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. The risks in the sport of competitive 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. I recognize I must take an active role in and assume responsibility for understanding these risks, conditions and hazards.

I represent I possess the necessary skills and physical ability to enter and participate in this competition in such a way that I will not endanger myself or others. I am aware that, as a skier/snowboarder, I am bound by certain Wisconsin laws and the Skier Responsibility Code (known as Your Responsibility Code). I understand it is my responsibility to inspect all runs, courses and terrain prior to competing, regardless of whether or not the run, course or terrain is familiar to me. I agree to never utilize any run, course or terrain without first conducting such inspection. I further understand it is my responsibility to avoid falls and collisions, and to avoid injury to myself and others. I also understand I am responsible for the inspection and maintenance of my equipment, including skis, snowboards, bindings, boots, poles and restraint devices or leashes. I agree to use restraint devices or leashes at all times. I understand inverted aerial maneuvers are not allowed.

In consideration of the permission to compete in the _____ competition at Cascade Mountain and use its facilities, I **HEREBY RELEASE AND FULLY DISCHARGE Cascade Mountain Management Corporation and Cascade Mountain Land Holdings LLC, their owners, officers, shareholders, agents or employees (collectively the "CASCADE MOUNTAIN RELEASEES") from any liability resulting from any personal injury to myself, including death, which is caused by the NEGLIGENCE ACT OR OMISSION of any CASCADE MOUNTAIN RELEASEE, with respect to:**

- the preparation, organization, coordination, judging, operation, or supervision of the competition;
- the preparation, design, location, construction, inspection, and maintenance of terrain features, including rails, boxes and pole jams, together with the angle and length of their approaches, take-off ramps and landing areas;
- the design, location, construction, inspection, and maintenance of table tops and other jumps, including the start location and the angle and length of their approaches, take-off ramps and landing areas;
- instructions given or not given to me concerning the competition, the terrain features and their associated terrain, or any part thereof;
- grooming, snowmaking, the operation of chairlifts and conveyor lifts, including the presence or absence of restraint bars, and chairlift and conveyor lift loading, riding, and unloading operations for the competition;
- padding or non-padding of natural and man-made obstacles and hazards on, adjacent to, or off the skiable terrain;
- posting or failure to post warnings, signs, fences, or other cautions or barriers, and the construction of or non-construction of fences and other barriers, including the selection of the construction materials; and
- the presence of snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, light poles, rocks, and trees adjacent to the ski runs.

I accept full responsibility for any personal injury which may result from my participation in this competition, and I hereby **HOLD HARMLESS** the CASCADE MOUNTAIN RELEASEES for any personal injury sustained by me, including death, caused by the negligence of any Cascade Mountain Releasee while participating in this competition. **I agree not to bring any action or lawsuit against any CASCADE MOUNTAIN RELEASEE for any personal injury caused by the NEGLIGENCE of any CASCADE MOUNTAIN RELEASEE.** 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 CASCADE MOUNTAIN RELEASEE.

I understand that for a fee of \$69.00 in addition to the normal entry fee, Cascade Mountain offers an optional Competition 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 Cascade Mountain and hereby waive my right to purchase the same.

I HAVE CAREFULLY READ THIS COMPETITION RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS COMPETITION RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE CASCADE MOUNTAIN MANAGEMENT CORPORATION AND CASCADE MOUNTAIN LAND HOLDINGS LLC, THEIR OWNERS, OFFICERS, SHAREHOLDERS, AGENTS OR EMPLOYEES FOR NEGLIGENCE ACTS OR OMISSIONS.

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

Competitor's Name (Print): _____ Age: _____ Date of Birth (if under 19): _____

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

Competitor's Signature: _____ Date: _____

PARENT AGREEMENT

As parent and/or legal guardian of the above-named minor competitor, I hereby give permission for my child or ward to participate in the _____ competition at Cascade Mountain. I have read and understand the above **CASCADE MOUNTAIN COMPETITION RELEASE OF LIABILITY** and, on my behalf and on behalf of my child or ward, I agree to all terms contained therein. I represent I have full authority to sign on behalf of my child or ward, realizing this Release of Liability is binding upon my child or ward as well as myself. **I, on behalf of myself and my child or ward, agree not to bring any action or lawsuit against Cascade Mountain Management Corporation and Cascade Mountain Land Holdings LLC, their owners, officers, shareholders, instructors, agents or employees (collectively the "CASCADE MOUNTAIN RELEASEES") for any personal injury suffered by my child or ward or myself, caused by the NEGLIGENCE of any CASCADE MOUNTAIN RELEASEE.**

Parent's or Legal Guardian's Signature*: _____ Date: _____

*Parent or Guardian signature must accompany any minor's signature.

(10/18)