

**GRANITE PEAK LIFT TICKET PASS RELEASE OF LIABILITY & PARENT AGREEMENT 2008-2009
PLEASE READ CAREFULLY BEFORE SIGNING.**

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I understand that the sport of 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, chairlift and surface lift equipment and towers, light poles, signs, buildings, roads and walkways, rails, boxes, jumps and other terrain features (including their approaches and the angle of their take-off ramps and landing areas) both in and out of the terrain park, padded and non-padded barriers and obstacles, snowmaking, snow grooming, snowmobile operations, and collisions with other persons and other natural and man-made hazards. I acknowledge that the risks in the sport 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 lift ticket for Granite Peak and use of its facilities, **I RELEASE AND FULLY DISCHARGE Granite Peak Corporation, its owners, officers, shareholders, agents and employees (collectively "GRANITE PEAK RELEASEES") 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 any GRANITE PEAK RELEASEE 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 and slopes;
- the design, location, construction, inspection, maintenance and repair of terrain features, including rails, boxes, table top and other forms of jumps, including their approaches and the angle of the take-off ramps and landing areas;
- grooming, snowmaking, and snowmobile operations, and the operation of chair and surface lifts and chair and surface lift loading unloading operations;
- padding or non-padding of natural and manmade obstacles and hazards;
- posting or failure to post warnings and signs, and the construction or failure to construct fences or other barriers, including the selection of the construction materials; or
- classification and labeling of trails and ski runs.

I accept full responsibility for any injuries or damages which may result from the participation in the sport, and I hereby **HOLD HARMLESS** the GRANITE PEAK RELEASEES for any injury sustained by me, including death, while participating in the sport. I agree not to bring any action or suit against the GRANITE PEAK RELEASEES for any injury or damage.

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 GRANITE PEAK RELEASEE. THE UNDERSIGNED agrees that ANY CLAIM for injury and/or death against any GRANITE PEAK RELEASEE shall be governed by the laws of the State of Wisconsin and exclusive jurisdiction of any claim shall be the Circuit Court for Marathon County.

I understand that for a fee of \$15.00 per person per day in addition to the normal lift ticket price, Granite Peak offers an optional lift ticket 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 Granite Peak 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 GRANITE PEAK CORPORATION, ITS 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!

1 Ticket Holder's Name (Print): _____ Ticket Holder's Signature: _____ Age: _____

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2 Ticket Holder's Name (Print): _____ Ticket Holder's Signature: _____ Age: _____

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3 Ticket Holder's Name (Print): _____ Ticket Holder's Signature: _____ Age: _____

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4 Ticket Holder's Name (Print): _____ Ticket Holder's Signature: _____ Age: _____

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5 Ticket Holder's Name (Print): _____ Ticket Holder's Signature: _____ Age: _____

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6 Ticket Holder's Name (Print): _____ Ticket Holder's Signature: _____ Age: _____

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PARENT AGREEMENT

As parent or guardian of the above-named minor(s), I have read and understand the foregoing Release of Liability and, on my behalf and on behalf of my child(ren) or ward(s) named above, I agree to all terms contained therein. In doing so, I agree to **RELEASE AND FULLY DISCHARGE Granite Peak Corporation, its owners, officers, shareholders, agents and employees (collectively "GRANITE PEAK RELEASEES")** under the terms described in the foregoing Release of Liability. I accept full responsibility for any injury or damage to my child(ren) or ward(s) including death, which may result from skiing and/or snowboarding at Granite Peak, and I agree to **HOLD HARMLESS** the GRANITE PEAK RELEASEES for any injury or damage sustained by my child(ren) or ward(s), including death, while skiing and/or snowboarding at Granite Peak. I agree not to bring any action or suit against the GRANITE PEAK RELEASEES for any injury or damage. I represent I have full authority to sign on behalf of my child(ren) or ward(s) named as Ticket Holder above, realizing that my agreement to the above Release of Liability is binding upon my child(ren)/ward(s) as well as myself.

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

*Parent or Guardian signature must accompany any minor signature(s) above even if Parent or Guardian has already signed as a Ticket Holder above.

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