

GRANITE PEAK SKI TEAM RELEASE OF LIABILITY 2011-2012

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

A. ACKNOWLEDGMENT OF RISKS AND RESPONSIBILITIES.

I understand and agree that skiing, ski racing and practicing for ski racing competitions involves risks, dangers, and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in the sport and in racing and in race practices. Risks include, but are not limited to, falls, changes in terrain, weather, and snow surfaces, ice, bare spots, debris, fences, slalom poles, ruts, posts, signs, lift towers, padded and non-padded barriers and obstacles, collisions with other persons and other natural and man-made hazards, and improperly adjusted or malfunctioning equipment. I freely accept and assume the risks associated with skiing, ski racing, and practicing for ski races.

I represent I possess the necessary skills and physical ability to compete in ski racing and racing practices in such a manner that I will not endanger myself, other competitors, spectators or other persons. I understand that as a skier I am bound by certain Wisconsin state laws and the Skier Responsibility Code (known as Your Responsibility Code). I understand it is my responsibility to inspect the courses prior to competitions and practices to help avoid falls and collisions and to help avoid injury to myself and others. I understand I am responsible for inspection and maintenance of my equipment.

Competitor'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 permission to participate in the Granite Peak Ski Team races and practices and use Granite Peak Corporation's facilities, **I HEREBY RELEASE AND FULLY DISCHARGE Granite Peak Corporation, its owners, officers, shareholders, agents or employees (collectively the "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, including any NEGLIGENT ACT OR OMISSION in:**

- the preparation, organization, coordination, judging, operation, or supervision of the competition or practice;
- the preparation, design, layout, location, construction, inspection, maintenance, or repair of all competition and practice race courses;
- instructions given or not given to me concerning the ski race or ski practices or the course;
- the condition of the snow surface, grooming, snowmaking, the operation of chairlifts and surface lifts, and chairlift and surface lift loading, riding, and unloading operations for the competition or practices;
- padding or non-padding of natural and man-made obstacles and hazards; or
- 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.

I accept full responsibility for any personal injury or damage which may result from my participation in the Granite Peak Ski Team races and practices, and I hereby **HOLD HARMLESS** the GRANITE PEAK RELEASEES for any personal injury or damage sustained by me, including death, while participating in the Granite Peak Ski Team races and practices. I agree not to bring any action or lawsuit against any GRANITE PEAK RELEASEE for any personal injury or damage, including death.

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 GRANITE PEAK RELEASEE.

I understand that, for a fee of \$100.00 in addition to the normal team fees, Granite Peak offers an optional Ski Team 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 Granite Peak and hereby waive my right to purchase the same.

I HAVE CAREFULLY READ THIS SKI TEAM RELEASE OF LIABILITY FOR THE 2011-2012 SKI SEASON AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS SKI TEAM 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!

Competitor's Name (Print): _____ Age: _____ Date of Birth (if under 18): _____

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

Competitor's Signature: _____ Date: _____

PARENT AGREEMENT

As parent and/or legal guardian of the above-named minor, I hereby give permission for my child or ward to participate in Granite Peak Ski Team races and practices at Granite Peak. I have read and understand the above **GRANITE PEAK SKI TEAM 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 Granite Peak Corporation, its owners, officers, shareholders, agents, or employees for any injury or damage, including death, sustained by my child.

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

*Parent or Guardian signature must accompany minor signature.