

NORDIC MOUNTAIN RAIL JAM RELEASE OF LIABILITY

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 enter and compete in a rail jam at Nordic Mountain under the terms contained herein on behalf of myself and/or my minor child/ward.

I understand that skiing in its various forms, including downhill skiing and snowboarding, and this rail jam involve risks, dangers and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in this sport and this rail jam. 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, rope tows, light poles, signs, buildings, roads and walkways, 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 freely accept and assume the risks associated with skiing in its various forms and this rail jam.

I represent that I possess the necessary skills and physical ability to compete in this rail jam in such a manner that I will not endanger myself, other competitors, spectators or other persons. I understand that as a skier/snowboarder, I am bound by certain Wisconsin state laws and the Skier Responsibility Code (known as "Your Responsibility Code"). I understand that it is my responsibility to inspect the course and terrain prior to attempting to compete to avoid falls and collisions and to avoid injury to myself and others. I understand that I am responsible for inspection and maintenance of my equipment, including skis, snowboards, bindings, boots, poles and restraint devices or leashes. I agree to use restraint devices and/or leashes at all times. **I understand that no inverted aerial maneuvers are allowed.**

In consideration of the permission to compete in this rail jam at Nordic Mountain and use its facilities, **I RELEASE FOR MYSELF AND/OR MY MINOR CHILD/WARD AND FULLY DISCHARGE Nordic Mountain, LLC, its 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 NEGLIGENCE ACT OR OMISSION of Nordic Mountain, LLC, its owners, officers, shareholders, agents or employees, including any NEGLIGENCE ACT OR OMISSION in:**

- the preparation, organization, coordination, operation and supervision of the rail jam;
- the preparation, design, location, construction, installation, setting, classification, labeling, maintenance, operation, inspection, maintenance, repair and supervision of the rail jam course(s);
- the instructions given or not given to me concerning the rail jam, the rail jam course(s) or any part thereof;
- grooming, snow-making, snowmobile operations, the operation of chair-lifts and rope tows, and chair-lift and rope tow loading and unloading operations for the rail jam;
- 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.

I accept full responsibility for any injuries or damages to me or my minor child/ward which may result from the participation in this rail jam, and it is my intent to **HOLD HARMLESS** Nordic Mountain, LLC, its owners, officers, shareholders, agents or employees for any injury sustained by me, including death, while participating in this rail jam. I agree not to bring any action or suit against Nordic Mountain, LLC, its owners, officers, shareholders, agents or employees for any injury or damage.

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 Nordic Mountain, LLC, or its owners, officers, shareholders, agents or employees.

I HAVE CAREFULLY READ THIS RAIL JAM RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RAIL JAM RELEASE OF LIABILITY, I AND MY MINOR CHILD/WARD AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE NORDIC MOUNTAIN, INC., 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): _____

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

Age: _____ Date of Birth (if under 18): _____

Competitor's Signature: _____ Date: _____

PARENTS 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 this rail jam at Nordic Mountain. I have read and understand the above **RAIL JAM RELEASE OF LIABILITY** above and, on my behalf and on behalf of my child or ward, I agree to all terms contained therein. I represent that 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 agree not to bring any action or lawsuit against Nordic Mountain, LLC, its owners, officers, shareholders, agents or employees for any injury or damage.

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

*Parent or Guardian signature must accompany minor signature.

(updated 5/2011)