

GRANITE PEAK COMPETITION RELEASE OF LIABILITY 2011-2012

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 the _____ competition at Granite Peak under the terms contained hereinafter.

I understand that snowboarding/skiing and this competition 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 in competition. Risks include, but are not limited to, falls, changes in terrain, weather and snow surfaces, ice, bare spots, debris, fences, 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 snowboarding/skiing and this competition.

I represent I possess the necessary skills and physical ability to compete in this competition in such a manner that I will not endanger myself, other competitors, spectators or other persons. I understand that as a snowboarder/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 terrain features and their associated terrain, including the angle and length of their approaches, take-off ramps and landing areas, prior to competing, to avoid falls and collisions, and to avoid injury to myself and others. I understand I am responsible for inspection and maintenance of my equipment. I agree to use restraint devices and/or leashes at all times. I further understand no inverted aerial maneuvers are allowed.

In consideration of the permission to compete in the _____ competition at Granite Peak and use its 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;
- § the preparation, design, location, construction, inspection, maintenance, or repair of terrain features, including rails and boxes, together with 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;
- the design, location, construction, inspection, and maintenance of table tops and other jumps, including the angle and length of their approaches, take-off ramps and landing areas;
- § grooming, snowmaking, the operation of chairlifts and surface lifts, and chairlift and surface lift loading, riding, and unloading operations for the competition;
- § 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 _____ competition, and I hereby **HOLD HARMLESS** the GRANITE PEAK RELEASEES for any personal injury or damage sustained by me, including death, while participating in this competition. I agree not to bring any action or lawsuit against any GRANITE PEAK RELEASEE for any personal 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 any GRANITE PEAK RELEASEE.

I understand that, for a fee of \$20.00 in addition to the normal entry fee, Granite Peak 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 Granite Peak 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 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 competitor, I hereby give permission for my child or ward to participate in the _____ competition at Granite Peak. I have read and understand the above **GRANITE PEAK 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 Granite Peak Corporation, its owners, officers, shareholders, agents, or employees for any injury or damage sustained by my child.

Parent's or Legal Guardian's Signature*: _____ Date: _____ *Parent
or Guardian signature must accompany minor signature.