

GRANITE PEAK PARENT'S FREQUENT SKIER AGREEMENT & RELEASE OF LIABILITY FOR 2011-2012

A. PARENT'S FREQUENT SKIER AGREEMENT.

By signing this Agreement one time, I, _____ (parent's name), hereby grant permission to Granite Peak Corporation to rent ski and/or snowboard equipment and sell lift ticket passes for skiing to my child, _____ (child's name), born _____ (date of birth), on any occasion during the 2011-2012 Granite Peak ski season.

I understand there is no limit as to the number of rentals or lift tickets Granite Peak Corporation may provide to my child during the 2011-2012 ski season once I have signed this Agreement and the following Release of Liability. It is my intent that this Agreement and the following Release of Liability are binding on me and my child on each and every occasion which my child rents ski and/or snowboard equipment or purchases a lift ticket under the permission I am granting by this Agreement.

I understand my child must abide by the terms of the equipment rental agreement he or she will complete for each rental of equipment. By executing this form one time, I accept for use in its AS IS condition the equipment rented to my child on each occasion and accept full responsibility for its care while it is in my child's possession. I will be responsible for the replacement, at full retail value, of any equipment rented from Granite Peak Corporation by my child which is not returned. I agree to reimburse Granite Peak Corporation for any loss or damage of any kind to the rental equipment, other than reasonable wear and tear. I agree my child will return all rental equipment on the agreed date for each rental, in clean condition, to avoid additional charges. I agree the rented equipment will be used for the purpose of skiing or snowboarding at Granite Peak Ski Area only. I understand and accept that there are no warranties, express or implied, which have been made or will be made concerning the ski and/or snowboarding equipment on any occasion on which my child rents equipment.

Parent or Guardian's Signature: _____

B. RELEASE OF LIABILITY.

I understand there are risks, dangers and hazards associated with the sport of skiing, including snowboarding, which may result in 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 the angle and length of their approaches, take-off ramps and landing areas) both in and out of the terrain park, padded and non-padded barriers or obstacles, snowmaking and snow grooming equipment and operations, snowmobile operations, collisions with other persons and other natural and man-made hazards, and improperly-adjusted or malfunctioning equipment. I acknowledge that the risks of the sport of skiing and snowboarding can be greatly reduced by taking lessons, abiding by the Skier Responsibility Code (known as Your Responsibility Code), and using common sense.

In downhill skiing, I understand the boot/binding system my child may rent is designed to reduce the risk of certain injuries to the lower leg. It will not release at all times or under all circumstances where a release may prevent injury to my child, nor is it possible to predict every situation in which it will release. I understand the same boot/binding system will not reduce the risk of injury to my child's knees or other parts of my child's body. I further understand the same boot/binding system does not have a backward release capability and will not release or protect any part of my child's body in the event of a backward fall. In snowboarding, I understand the boot/binding system my child may rent will not release during use, nor is it designed or intended to release in falls or accidents, or protect against any type of injury. I therefore understand the boot/binding system my child may rent in either circumstance CANNOT GUARANTEE MY CHILD'S SAFETY.

In consideration of the rental of ski and/or snowboard equipment AS IS by Granite Peak Corporation to my child, and/or 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 the "GRANITE PEAK RELEASEES") from any liability resulting from any personal injury to my child, including my child's death, or any damage to his/her property which is caused by the BREACH OF ANY EXPRESS OR IMPLIED WARRANTY or the NEGLIGENCE ACT OR OMISSION of any GRANITE PEAK RELEASEE in any of the following:**

- \$ the selection, installation, adjustment, inspection, maintenance, or repair of the equipment rented to my child;
- \$ the instructions given or not given concerning the rental equipment or its use;
- \$ the design, location, construction, inspection, maintenance, and repair of trails, ski runs, and slopes, including their grooming and modifications to their natural steepness and pitches;
- \$ 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;
- \$ the design, location, construction, inspection, and maintenance of all other terrain features, including rails, boxes, and tube jams, and the angle and length of their approaches, take-off ramps and landing areas;
- \$ grooming, snowmaking, and snowmobile operations, the operation of chairlifts and conveyor and handle tows, and chairlift and conveyor and handle tow loading, riding, and unloading operations;
- \$ the padding or non-padding of natural and man-made obstacles and hazards;
- \$ the posting or failure to post warnings and signs, and the construction of or non-construction of fences or other barriers, including the selection of the construction materials; or
- \$ the classification and labeling of trails, ski runs, and terrain features.

I accept full responsibility for any injury or damage to my child which may result from the use of the rented equipment, the purchase of a lift ticket, or the participation in the sport, and I hereby **HOLD HARMLESS** the GRANITE PEAK RELEASEES for any injury or damage sustained by my child, including death, while using the rented equipment or the purchased lift ticket, or participating in the sport. I agree not to bring any action or lawsuit against the GRANITE PEAK RELEASEES 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 my child or 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 per season per child in addition to the normal lift ticket price, Granite Peak Corporation offers an optional Parent's Frequent Skier 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 Corporation and hereby waive my right to purchase the same.

I REPRESENT I HAVE FULL AUTHORITY TO SIGN AS PARENT OF MY MINOR CHILD AND REALIZE THIS RELEASE OF LIABILITY IS BINDING UPON MY CHILD AS WELL AS MYSELF. I FURTHER REALIZE THIS RELEASE OF LIABILITY IS EQUALLY BINDING UPON MY CHILD AND MYSELF ON EACH AND EVERY OCCASION ON WHICH MY CHILD RENTS EQUIPMENT OR PURCHASES A LIFT TICKET UNDER THE PERMISSION GRANTED IN THE PARENT'S FREQUENT SKIER AGREEMENT ABOVE.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE, I AM WAIVING CERTAIN LEGAL RIGHTS OF MYSELF AND MY CHILD, 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 AND YOUR CHILD'S LEGAL RIGHTS AND WILL BAR THE RIGHT TO SUE!

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