

# GRANITE PEAK SKI SCHOOL RELEASE OF LIABILITY 2011-2012

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

I understand that skiing in its various forms, including downhill skiing and snowboarding, and skiing in this ski school, involves 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 this ski school. Risks include, but are not limited to, changes in terrain, weather and snow surfaces, ice, moguls, bare spots, debris, fences, posts, trees, chairlift and surface lift equipment and towers, light poles, signs, buildings, roads and walkways, ramps, padded and non-padded barriers and obstacles, 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, snow making and grooming equipment and operations, snowmobile operations, 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 in its various forms and in this ski school. I acknowledge that the risks in the sport of skiing 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 permission to participate in classes, instructions and/or lessons by the Granite Peak Ski School and use of Granite Peak Corporation's facilities, **I RELEASE AND FULLY DISCHARGE Granite Peak Corporation, its owners, officers, shareholders, instructors, agents and 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 NEGLIGENCE ACT OR OMISSION of any GRANITE PEAK RELEASEE, including any NEGLIGENCE ACT OR OMISSION in:**

- \$ the preparation, organization, coordination, operation or supervision of the Granite Peak Ski School, its instructors, or its classes, instructions or lessons;
- \$ the preparation, design, location, construction, installation, setting, classification, labeling, operation, inspection, maintenance, repair or supervision of the slope(s), trail(s), area(s) and course(s), including their grooming and modifications to their natural steepness and pitches, used by the Granite Peak Ski School, its classes, instruction or lessons;
- \$ classes, instructions or lessons given or not given to me;
- \$ 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, snow making, and snowmobile operations and equipment, the operation of chairlifts and conveyor and handle tows, and chairlift and conveyor and handle tow loading, riding, and unloading operations for the Granite Peak Ski School;
- \$ 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 which may result from the participation in the Granite Peak Ski School and its classes, instructions or lessons, and hereby **HOLD HARMLESS** the GRANITE PEAK RELEASEES for any injury or damage sustained by me, including death, while participating in the Granite Peak Ski School. I agree not to bring any action or lawsuit against any GRANITE PEAK RELEASEE for any injury or damage.

I understand that, for a fee of \$15.00 in addition to the normal ski school fee, Granite Peak offers an optional Ski School 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.

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 HAVE CAREFULLY READ THIS SKI SCHOOL RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS SKI SCHOOL RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE GRANITE PEAK CORPORATION, ITS OWNERS, OFFICERS, SHAREHOLDERS, INSTRUCTORS, AGENTS OR EMPLOYEES FOR CERTAIN CLAIMS.**

### **CAUTION: READ BEFORE SIGNING!** **THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!**

Participant's Name (Print): \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth (if under 18): \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Any health issues/allergies we should be aware of? Explain: \_\_\_\_\_ Emergency phone # today: \_\_\_\_\_  
Ski Level: \_\_\_\_\_ Skied in Granite Peak Ski School in 2010-2011? Y / N (circle one)  
Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## PARENT AGREEMENT

As parent and/or legal guardian of the above-named minor participant, I hereby give permission for my child or ward to participate in classes, instructions and/or lessons by the Granite Peak Ski School. I have read and understand the above **GRANITE PEAK SKI SCHOOL 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, their owners, officers, shareholders, instructors, agents or employees for any injury or damage suffered by my child or ward or myself.

Parent's or Legal Guardian's Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

\*Parent or Guardian signature must accompany minor signature.