

CASCADE MOUNTAIN COMPETITION RELEASE OF LIABILITY, 2009-2010

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 participate in a competition at Cascade Mountain under the terms contained herein.

I understand that skiing in its various forms, including downhill skiing and snowboarding, 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 this competition. Risks include, but are not limited to, changes in terrain, weather and snow surfaces, ice, moguls, bare spots, rocks, stumps, debris, fences, posts, trees, lift equipment and towers, rope tows, light poles, signs, buildings, roads and walkways, rails, half-pipes, jumps, boxes and other terrain features (including their approaches and the angle of their take-off ramps and landing areas) both in and out of the terrain park, padded and non-padded barriers and obstacles, snowmaking and grooming equipment, snowmobile operations, and 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 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 skier/snowboarder, I am bound by certain Wisconsin laws and the Skier Responsibility Code (known as Your Responsibility Code). I understand 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 also understand I am responsible for the inspection and maintenance of my equipment, including skis, snowboards, bindings, boots, poles and restraint devices or leashes. I agree to use restraint devices or leashes at all times. I understand inverted aerial maneuvers are NOT RECOMMENDED.

In consideration of the permission to compete in this competition at Cascade Mountain and use its facilities, **I RELEASE AND FULLY DISCHARGE Cascade Mountain Management Corp., Cascade Mountain Inc., the Walz Family Corporation, their owners, officers, shareholders, coaches, agents and employees (collectively "CASCADE MOUNTAIN RELEASEES") from any liability resulting from any personal injury to myself, including death, or any damage to my property which is caused by the BREACH OF ANY EXPRESS OR IMPLIED WARRANTY or the NEGLIGENT ACT of any CASCADE MOUNTAIN RELEASEE in any of the following:**

- preparation, organization, coordination, operation or supervision of the competition;
- preparation, design, layout, location, construction, installation, setting, inspection, maintenance, repair and supervision of the competition course(s);
- instructions given or not given to me concerning the competition, the competition course(s) or any part thereof;
- grooming, snowmaking, snowmobile operations, the operation of chairlifts and surface lifts, and chairlift and surface lift loading 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 and signs, and the construction of or failure to construct fences or other barriers, including the selection of the construction/barrier materials.

I accept full responsibility for any injury or damage which may result from participation in this competition, and it is my intent to **HOLD HARMLESS** the CASCADE MOUNTAIN RELEASEES for any injury or damage sustained by me, including death, while participating in this competition. I agree not to bring any action or suit against the CASCADE MOUNTAIN 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 I may have for reckless or intentional acts on the part of any CASCADE MOUNTAIN RELEASEE. THE UNDERSIGNED agrees that ANY CLAIM for injury and/or death against any CASCADE MOUNTAIN RELEASEE arising from participation in this competition shall be governed by the laws of the State of Wisconsin and exclusive jurisdiction of any claim shall be the Circuit Court for Columbia County.

I understand that for a fee of \$50.00 in addition to the normal entry fee, Cascade Mountain offers a competition entry which does not require the signing of a release of liability. In signing this Release of Liability, I acknowledge I am aware of this option offered by Cascade Mountain and hereby waive my right to purchase said option.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE CASCADE MOUNTAIN MANAGEMENT CORP., CASCADE MOUNTAIN, INC., THE WALZ FAMILY CORPORATION, THEIR OWNERS, OFFICERS, SHAREHOLDERS, COACHES, 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 19): _____ Competitor's Racer Level: _____

Competitor's Signature: _____

PARENT AGREEMENT

As parent or guardian of the above-named minor, I hereby give permission for my child or ward to enter and participate in this competition at Cascade Mountain. I have read and understand the above **COMPETITION RELEASE OF LIABILITY** and, on my behalf and on behalf of my child or ward, I agree to all the terms contained therein. I represent I have full authority to sign on behalf of my child or ward, realizing that my agreement to the above Release of Liability is binding upon my child/ward as well as myself. I agree not to bring any action or lawsuit against Cascade Mountain Incorporated, the Walz Family Corporation, their owners, officers, shareholders, coaches, agents or employees for any accident, injury or damage.

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

*Parent or Guardian signature must accompany minor signature.