

# SUNBURST'S PARENT'S FREQUENT SKIER AGREEMENT FOR 2019-2020

## A. PARENT'S FREQUENT SKIER AGREEMENT.

By signing this Agreement one time, I, \_\_\_\_\_ (parent's name), hereby grant permission to Sunburst 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 2019-2020 Sunburst ski season.

I understand there is no limit as to the number of rentals or lift tickets Sunburst may provide to my child during the 2019-2020 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 Frequent Skier 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 Sunburst by my child which is not returned. I agree to reimburse Sunburst 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 Sunburst only.

I understand that skiing in its various forms, including snowboarding, involves risks, dangers, and hazards that may cause 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, lift equipment and towers, the operation of chairlifts, and chairlift loading, riding, and unloading operations, including the presence or absence of restraint bars on the chairs, light poles, signs, buildings, ramps, roads and walkways, rollers and terrain features, including rails, bonks, boxes, corrugated pipes, cylinders, dance floors, wall rides, table top, step up and step down jumps, hips and other forms of jumps, including their height, the location of the start point, and the angles of their approaches and the angles and lengths of their take-off ramps and landing areas, padded and non-padded obstacles, snowmaking, grooming, and snowmobile equipment and operations, and collisions with other persons and other natural and man-made hazards, including collisions with people and obstacles adjacent to and off the skiable terrain, such as snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, rocks and trees, and improperly-adjusted and malfunctioning equipment. I acknowledge 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), obeying the Wisconsin Skier Safety Act, and using common sense.

In downhill skiing, I understand the boot/binding system my child will 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 will 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 will rent in either circumstance CANNOT GUARANTEE MY CHILD'S SAFETY.

Parent or Guardian's Signature: \_\_\_\_\_

## B. RELEASE OF LIABILITY.

In consideration of the rental of ski and/or snowboard equipment AS IS by Sunburst to my child, and/or in consideration of the purchase of a lift ticket for Sunburst and use of its facilities, I **RELEASE AND FULLY DISCHARGE Friedl Ski Ventures, LLC d/b/a Sunburst, and eco Land Holdings, LLC, their owners, officers, shareholders, directors, agents, and employees (collectively the "SUNBURST RELEASEES") from any liability resulting from any personal injury to my child, including my child's death, which is caused by the NEGLIGENCE ACT OR OMISSION of any SUNBURST RELEASEE with respect to:**

- 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, and maintenance 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 terrain features, including rails, bonks, boxes, corrugated pipes, cylinders, dance floors, wall rides, table top, step-up, and step-down jumps, hips and other forms of jumps, including their height, their start location, and the angles and lengths of their approaches and the angles and lengths of their 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, including the presence or absence of restraint bars on the chairs;
- the padding or non-padding of natural and man-made obstacles and hazards on, adjacent to, or off the skiable terrain;
- 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;
- the classification and labeling of trails, ski runs, and terrain features; or
- the presence of snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, light poles, rocks, and trees adjacent to the ski runs.

I accept full responsibility for any personal injury 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 SUNBURST RELEASEES for any personal injury sustained by my child, including death, while using the rented equipment or the purchased lift ticket, or participating in the sport caused by the negligence of any SUNBURST RELEASEE. **I agree not to bring any action or lawsuit against the SUNBURST RELEASEES for any personal injury caused by the NEGLIGENCE of any SUNBURST RELEASEE.**

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 SUNBURST RELEASEE.

I understand that, for a fee of \$100.00 per season per child in addition to the normal lift ticket price, Sunburst 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 Sunburst 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 FREQUENT SKIER AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS FOR MYSELF AND MY CHILD, INCLUDING THE RIGHT TO SUE FRIEDL SKI VENTURES, LLC D/B/A SUNBURST, AND ECO LAND HOLDINGS, LLC, THEIR OWNERS, OFFICERS, SHAREHOLDERS, AGENTS OR EMPLOYEES FOR NEGLIGENCE ACTS OR OMISSIONS.**

### 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: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_