

**LITTLE SWITZERLAND SEASON PASS RELEASE OF LIABILITY FOR  
the 2016-17 season**

Office Use Only
Pass No.

**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 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, surface lifts, light poles, signs, buildings, roads and walkways, ramps, table tops and other jumps and other terrain features, including the angle and length of their approaches, take-off ramps and landing areas, padded and non-padded barriers and obstacles, snowmaking and grooming equipment and operations, snowmobiles, collisions with other persons and other natural and man-made hazards, and improperly-adjusted and malfunctioning equipment. 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 purchase of a season pass for the 2016-17 ski season for Little Switzerland and use of its facilities, **I RELEASE AND FULLY DISCHARGE Schmitz Brothers, LLC, its owners, officers, shareholders, agents and employees (collectively the "SCHMITZ BROTHERS 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 SCHMITZ BROTHERS RELEASEE in the design, location, construction, inspection, maintenance and repair of the conditions on or about the premises or ski area or the operations of the ski area, including:**

- 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 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 the angle and length of their approaches, take-off ramps, and landing areas;
- grooming, snowmaking, and snowmobile operations, the operation of chairlifts and handle tows and rope tows, and chairlift and handle tow and rope 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; and
- the classification and labeling of trails, ski runs, and terrain features; and

I accept full responsibility for any injuries or damages which may result from my participation in the sport and I hereby **HOLD HARMLESS** the SCHMITZ BROTHERS RELEASEES for any injury sustained by me, including death, while participating in the sport. I agree not to bring any action or lawsuit against the SCHMITZ BROTHERS RELEASEES for any injury or damage.

In accordance with Wisconsin law, nothing in this Release should be construed as releasing, discharging, or waiving any claims I may have for reckless or intentional acts on the part of any SCHMITZ BROTHERS RELEASEE.

In the event I am signing as a parent of a minor, I represent I have full authority to do so, realizing this Release is binding upon the minor as well as myself.

I understand that for a fee of \$100.00 in addition to the normal season pass price, Little Switzerland offers an optional Season Pass 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 Little Switzerland and hereby waive my right to purchase the same.

**I HAVE CAREFULLY READ THIS SEASON PASS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE BY SIGNING THIS RELEASE OF LIABILITY I AM WAIVING CERTAIN LEGAL RIGHTS FOR MYSELF AND/OR MY CHILD, INCLUDING THE RIGHT TO SUE SCHMITZ BROTHERS, LLC, 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!**

Date: \_\_\_\_\_

Passholder's Name (Print): \_\_\_\_\_ Passholder's Signature: \_\_\_\_\_

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

Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

**\*Parent or Guardian signature must accompany minor signature.**

(updated 5/2016)