

LITTLE SWITZERLAND POND SKIM RELEASE OF LIABILITY

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 the pond skim at Little Switzerland under the terms contained herein on behalf of myself and/or my minor child/ward.

I understand that skiing in its various forms, including downhill skiing and snowboarding, and this pond skim 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, debris, fences, posts, trees, lift equipment and towers, rope tows, light poles, signs, buildings, roads and walkways, ramps, half-pipes, jumps and other terrain features, padded and non-padded barriers, grooming equipment, snowmobiles, collisions with other persons, other natural and man-made hazards, and drowning. I understand that the pond skim is a hazardous activity, and that attempting to cross the pond on skis or a snowboard may result in serious injury or death. I freely accept and assume the risks associated with skiing in its various forms and this pond skim.

I represent that I possess the necessary skills and physical ability to attempt the pond skim 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 state laws including the Wisconsin Alpine Sports Act and the Skier Responsibility Code (known as "Your Responsibility Code"). I understand that it is my responsibility to inspect the course, the pond, and terrain prior to attempting to cross to avoid falls and collisions and to avoid injury to myself and others. I understand that I am responsible for inspection and maintenance of my equipment, including skis, snowboards, bindings, boots, poles and restraint devices and/or leashes. I agree to use restraint devices and/or leashes at all times. I understand that ski poles are not allowed in the pond. **I understand that inverted aerial maneuvers are not recommended. I understand that helmets are required.**

In consideration of the permission to compete in this competition at Little Switzerland and use its facilities, **I RELEASE FOR MYSELF AND/OR MY MINOR CHILD/WARD AND FULLY DISCHARGE Schmitz Brothers, LLC, its owners, officers, shareholders, agents and employees (collectively the "LITTLE SWITZERLAND 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 LITTLE SWITZERLAND RELEASEE, its owners, officers, shareholders, agents or employees, including any NEGLIGENCE ACT OR OMISSION in:**

- the preparation, organization, coordination, operation and supervision of the pond skim;
- the preparation, design, location, construction, installation, setting, classification, labeling, maintenance, operation, inspection, maintenance, repair and supervision of the pond skim;
- the instructions given or not given to me concerning the pond skim or any part thereof;
- grooming, snow-making, snowmobile operations, the operation of chair-lifts and rope tows, and chair-lift and rope tow loading and unloading operations for the pond skim;
- padding or non-padding of natural and man-made obstacles and hazards; or
- posting or failure to post warnings, signs, fences or other cautions or barriers.

I accept full responsibility for any injuries or damages to me or my minor child/ward which may result from the participation in this pond skim, and it is my intent to **HOLD HARMLESS THE LITTLE SWITZERLAND RELEASEES**, its owners, officers, shareholders, agents or employees for any injury sustained by me, including death, while participating in the pond skim. I agree not to bring any action or suit against Schmitz Brothers, LLC, its owners, officers, shareholders, agents or employees 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 **LITTLE SWITZERLAND 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 \$25.00, Little Switzerland offers an optional Pond Skim 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 POND SKIM 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!

Competitor's Name (Print): _____

Address: _____ City: _____ State: _____ Zip Code: _____

Age: _____ Date of Birth (if under 18): _____

Competitor's Signature: _____ Date: _____

*** Parent or Legal Guardian signature must accompany minor signature
PARENT AGREEMENT**

As parent and/or legal guardian of the above-named minor competitor, I hereby give permission for my child or ward to participate in this competition at Little Switzerland. I have read and understand the above **RELEASE OF LIABILITY** above and, on my behalf and on behalf of my child or ward, I agree to all terms contained therein. I represent that 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 agree not to bring any action or lawsuit against Schmitz Brothers, LLC, its owners, officers, shareholders, agents or employees for any injury or damage.

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

(3/2019)