

# LITTLE SWITZERLAND MOUNTAIN BIKE SEASON PASS RELEASE OF LIABILITY

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

I understand that mountain biking involves risks, dangers and hazards that may cause serious personal injury or death and that falls and injuries are a common and ordinary occurrences in the sport. Risks include, but are not limited to, changes in terrain, ramps, jumps, rocks, bumps, logs, debris, ditches, potholes, swales, side slopes, loose soil, weather conditions, twigs, branches, exposed snowmaking pipes, snowmaking guns, signs, fencing, padded and non-padded obstacles, broken bike forks, tires, and other bike equipment, and collisions with other persons and other natural and man-made hazards.

In consideration of the right to receive a Mountain Bike Season Pass and for being permitted to mountain bike at Little Switzerland, I HEREBY RELEASE AND FULLY DISCHARGE SCHMITZ BROTHERS, LLC, its owners, officers, shareholders, agents and employees (collectively "LITTLE SWITZERLAND RELEASEES") from all 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 NEGLIGENT ACTS OR OMISSIONS of any LITTLE SWITZERLAND RELEASEE in the design, location, construction, inspection, maintenance and repair of the conditions on or about the mountain biking trails and the operation of the ski lifts, including:

- the design, location, construction, inspection, maintenance and repair of trails, including ramps, jumps, and other manmade features in or adjacent to the mountain bike trails;
- the presence of rocks, bumps, logs, debris, ditches, potholes, swales, side slopes, and soil conditions in and adjacent to the mountain bike trails;
- the padding or non-padding of natural and man-made obstacles and hazards in or adjacent to the mountain bike trails;
- the posting or failure to post warnings, signs, or erecting or not erecting fences or other barriers in or adjacent to the mountain bike trails;
- the classification and labeling of mountain bike trails;
- the maintaining or modifying of variations in the surface, steepness and pitch of trails and other terrain features; or
- the presence of snowmaking pipes and snowmaking guns in and adjacent to the mountain bike trails.

I accept full responsibility for any injuries or damages which may result from my participation in the sport, and I hereby **HOLD HARMLESS** the LITTLE SWITZERLAND 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 LITTLE SWITZERLAND 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 LITTLE SWITZERLAND RELEASEE.

The undersigned agrees that any claim for any injury or death brought against any LITTLE SWITZERLAND RELEASEE shall be governed by the laws of the State of Wisconsin and the exclusive jurisdiction for any claim shall be the Circuit Court for Washington County.

The undersigned recognizes that helmets are required and the undersigned agrees to wear a helmet at all times while participating in mountain biking. The undersigned understands and agrees that a helmet IS IN NO WAY A GUARANTEE OF SAFETY and that no helmet can protect the wearer of all foreseeable impacts to the head and that mountain biking can expose the undersigned to forces that exceed the limits of protection provided by the helmet. The undersigned also understands that the helmet does not guard against risk of injury to the neck, spine, or other parts of the undersigned's body.

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 ticket that does not require the undersigned to sign a Release of Liability. In signing this Release of Liability, the undersigned acknowledges he/she is aware of this option offered by Little Switzerland and hereby waives his/her right to purchase the same.

**I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, 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: \_\_\_\_\_

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

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

Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ (if under 18)

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

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

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

(updated 4/2018)