

LITTLE SWITZERLAND SKI SCHOOL RELEASE OF LIABILITY

I understand that there are risks, dangers, and hazards associated with the sport of skiing in its various forms including snowboarding, that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in this sport and in this ski school. In consideration of my participation in classes, instruction and/or lessons by the Ski School and use of Little Switzerland (or Rock Snow Park) facilities, **I RELEASE AND FULLY DISCHARGE SCHMITZ BROTHERS, LLC, its owners, officers, shareholders, instructors, agents, and employees (collectively the "LITTLE SWITZERLAND RELEASEES") from any liability resulting from any personal injury which is caused by any NEGLIGENT ACT OR OMISSION of any LITTLE SWITZERLAND RELEASEE with respect to:**

- the preparation, organization, coordination, operation or supervision of the Little Switzerland Ski School, its instructors, or its classes, instructions or lessons;
- classes, instructions or lessons given or not given to me;
- the selection of the ski run for the lesson(s);
- 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 rails, boxes, corrugated pipes, cylinders, vehicle features, stair sets, wall rides, rollers, and table tops and other jumps, including their height, their start location, the angle of their approaches and the angle and length of their take-off ramps and landing areas;
- grooming, snowmaking, and snowmobile equipment and operations;
- the operation of chairlifts, and chairlift 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, signs, and the construction of fences or other barriers, including the selection of the construction materials, or the failure to construct fences or other barriers;
- the classification and labeling of trails, ski runs, and terrain features; and
- the presence of snowmaking pipes, hydrants, guns, wands, other snowmaking equipment, light posts, rocks, and trees on and adjacent to the ski runs.

I accept full responsibility for any personal injury which may result from my participation in the Ski School and its classes, instructions, and lessons, and I hereby **HOLD HARMLESS THE LITTLE SWITZERLAND RELEASEES** from any personal injury sustained, including death, caused by the negligence of any **LITTLE SWITZERLAND RELEASEE**, while participating in the Ski School. **I agree not to bring any action or lawsuit against any LITTLE SWITZERLAND RELEASEE for any personal injury caused by the NEGLIGENCE of any LITTLE SWITZERLAND RELEASEE.**

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 **LITTLE SWITZERLAND RELEASEE**.

I understand that for a fee of \$25.00 in addition to the normal ski school fee, Little Switzerland offers a Ski School Agreement without the signing of 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 said option.

I HAVE CAREFULLY READ THIS SKI SCHOOL RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS SKI SCHOOL RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SCHMITZ BROTHERS, LLC, ITS OWNERS, OFFICERS, SHAREHOLDERS, INSTRUCTORS, AGENTS OR EMPLOYEES FOR ACTS OF NEGLIGENCE.

CAUTION: READ BEFORE SIGNING!
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!

Participant's Name (printed) _____

Participant's Signature** _____ Date: _____

****Parent or Guardian signature must accompany minor signature (under 18 years of age) below in Parent Agreement and Chairlift Permission & Release****

PARENT AGREEMENT

As parent and/or legal guardian of the above-named minor participant, I hereby give permission for my child or ward to participate in classes, instructions and/or lessons by the Little Switzerland Ski School. I have read and understand the above **LITTLE SWITZERLAND SKI SCHOOL RELEASE OF LIABILITY** and, on my behalf and on behalf of my child or ward, I agree to all terms contained therein. I represent 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, on behalf of myself and my child or ward, agree not to bring any action or lawsuit against SCHMITZ BROTHERS, LLC, its owners, officers, shareholders, instructors, agents or employees for any personal injury suffered by my child or ward or myself, caused by the NEGLIGENCE of any LITTLE SWITZERLAND RELEASEE.**

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

_____ Date: _____

CHAIRLIFT PERMISSION AND RELEASE

I understand and accept that during the course of the Little Switzerland Ski School lessons my child might progress to a hill with a chairlift. I give permission for _____ to ride a chairlift "UNACCOMPANIED" by an adult.

****Parent's or Legal Guardian's Signature****

_____ Date: _____

(updated 9/2017)