

Mt. La Crosse High School RACE RELEASE OF LIABILITY 2019-20

Race Training/Spring Fling

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

A. ACKNOWLEDGMENT OF RISKS AND RESPONSIBILITIES.

I understand and agree that ski racing 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 in the sport of ski racing. Risks include, but are not limited to, falls, changes in terrain and course conditions, weather, and snow surfaces, ice, bare spots, debris, fences, slalom poles, ruts, posts, signs, lift towers, padded and non-padded barriers and obstacles, collisions with other persons and other natural and man-made hazards, and improperly adjusted or malfunctioning equipment. I freely accept and assume the risks associated with ski racing.

I represent I possess the necessary skills and physical ability to compete in ski racing 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 and the Skier Responsibility Code (known as Your Responsibility Code). I understand it is my responsibility to inspect the courses prior to competitions to help avoid falls and collisions and to help avoid injury to myself and others. I understand I am responsible for inspection and maintenance of my equipment.

Competitor's Signature: _____

B. RELEASE OF LIABILITY.

In consideration of the permission to participate in Mt. La Crosse races and use Mt. La Crosse, Inc.'s facilities, I HEREBY RELEASE AND FULLY DISCHARGE Mt La Crosse, Inc., its owners, officers, shareholders, agents or employees (collectively the "MT. LA CROSSE RELEASEES") from any personal injury to myself, including death, which is caused by the NEGLIGENT ACT OR OMISSION of any MT. LA CROSSE RELEASEE, including any NEGLIGENT ACT OR OMISSION with respect to:

- the preparation, organization, coordination, judging, operation, or supervision of the races and practice runs;
- the preparation, design, layout, location, inspection, supervision, and maintenance of all race courses;
- the changing conditions of the race course during the races, including developing ruts or icy conditions;
- the instructions given or not given to me concerning the ski races or the race courses;
- the padding or non-padding of natural and man-made obstacles, barriers, and hazards on, adjacent to, or off the skiable terrain;
- the design, layout, location, construction, inspection, or maintenance of trails, ski runs and slopes, including their grooming and surface conditions;
- grooming, presence of snowmaking, snowmobile operations, the operation of chairlifts and surface lifts, and chairlift and surface lift loading, riding and unloading operations including the presence or absence of restraint bars;
- the preparation, organization, coordination, and supervision of the races;
- the operations of the ski area, including but not limited to, the presence of grooming, snowmaking, ski lift operations, including loading, riding, and unloading operations, ski patrol operations, and actions or omissions of race volunteers, and
- the posting or failure to post warnings, signs, fences, or other cautions or barriers, and the construction of or non-construction of fences and other barriers, including the selection of the construction materials.

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 MT. LA CROSSE RELEASEE,

I understand that for a fee of \$35.00 in addition to the normal High School Race Release fees, Mt. La Crosse offers an optional High School Race 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 Mt. La Crosse and hereby waive my right to purchase the same.

I HAVE CAREFULLY READ THIS HIGH SCHOOL RACE RELEASE OF LIABILITY FOR THE 2019-2020 SKI SEASON AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS HIGH SCHOOL RACE RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE MT, LA CROSSE, INC., ITS OWNERS, OFFICERS, SHAREHOLDERS, 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 (Print): _____ Age: _____ Date of Birth (if under 19) _____

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

Any health issues/allergies we should be aware of? Explain: _____

Ski Level: _____ Emergency phone # today: _____

Participant's Signature: _____ **Date:** _____

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 high school races and practices at Mt. La Crosse, I have read and understand the above MT. LA CROSSE HIGH School RACE 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 agree not to bring any action or lawsuit against Mt. La Crosse, Inc., its owners, officers, shareholders, instructors, agents or employees for any personal injury sustained by my child/ward or by myself, caused by the NEGLIGENCE of any MT. LA CROSSE RELEASEE.

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

*Parent or Guardian signature must accompany any minor's signature.