

# SUNBURST COMPETITION RELEASE OF LIABILITY FOR 2018-2019

## 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 compete in the \_\_\_\_\_ competition at Sunburst under the terms contained hereinafter.

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, the operation of chairlifts, and chairlift loading, riding, and unloading operations, including the presence or absence of restraint bars on the chairs, light poles, signs, buildings, ramps, roads and walkways, terrain features, rails, boxes, corrugated pipes, cylinders, dance floors, wall rides, rollers, and table tops and other jumps, including their height, the location of the start point, and the angle of their approaches and the angle and length of their take-off ramps and landing areas, and other terrain features, padded and non-padded obstacles, snowmaking, grooming, and snowmobile equipment and operations, and collisions with other persons and other natural and man-made hazards, including collisions with people and obstacles adjacent to and off the skiable terrain, such as snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, rocks and trees, and improperly-adjusted and malfunctioning equipment. I acknowledge the risks in the sport of competitive skiing can be greatly reduced by taking lessons, abiding by the Skier Responsibility Code (known as Your Responsibility Code), obeying the Wisconsin Skier Safety Act, and using common sense.

I represent I possess the necessary skills and physical ability to enter and participate in competition at Sunburst in such a way that I will not endanger myself or others. I am aware that, as a skier/snowboarder, I am bound by certain Wisconsin laws and the Skier Responsibility Code (known as Your Responsibility Code). I understand it is my responsibility to inspect all runs, courses and terrain prior to competing, regardless of whether or not the run, course or terrain is familiar to me. I agree to never utilize any run, course or terrain without first conducting such inspection. I further understand it is my responsibility to avoid falls and collisions, and to avoid injury to myself and others. I also understand I am responsible for the inspection and maintenance of my equipment, including skis, snowboards, bindings, boots, poles and restraint devices. I agree to use restraint devices at all times. I agree to abide by all rules, regulations and conduct codes deemed appropriate by Sunburst. I understand the failure to abide by these rules, regulations and conduct codes may lead to immediate termination of my participation in competition at Sunburst. I understand no inverted aerial maneuvers are allowed.

In consideration of the permission to compete in the \_\_\_\_\_ competition at Sunburst and use Sunburst's facilities, **I RELEASE AND FULLY DISCHARGE Friedl Ski Ventures, LLC d/b/a Sunburst, and eco Land Holdings, LLC, their owners, officers, shareholders, directors, agents, and employees (collectively the "SUNBURST RELEASEES") from any liability resulting from any personal injury to myself, including death, which is caused by any NEGLIGENT ACT OR OMISSION of any SUNBURST RELEASEE with respect to:**

- the preparation, organization, coordination, judging, operation, or supervision of the competition;
- the preparation, design, location, construction, inspection, and maintenance of all other terrain features, including rails, boxes, wall rides, and pole jams, together with the height and location of the start, the angle and length of their approaches, take-off ramps and landing areas;
- the design, location, construction, inspection, and maintenance of table top, step-up and step-down jumps, and other jumps including hips and spines, together with the height and location of the start, and the angles and lengths of their approaches, take-off ramps and landing areas;
- instructions given or not given to me concerning the competition, the terrain features and their associated terrain, or any part thereof;
- grooming, snowmaking, the operation of chairlifts and surface lifts, and chairlift and surface lift loading, riding, and unloading operations for the competition, including the presence or absence of restraint bars on the chairs;
- padding or non-padding of natural and man-made obstacles and hazards on, adjacent to, or off the skiable terrain;
- 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;
- the presence of snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, light poles, rocks, and trees adjacent to the ski runs; and
- the design, placement, setting and location of the race course(s).

I accept full responsibility for any personal injury or damage which may result from my participation in the \_\_\_\_\_ competition at Sunburst and I hereby **HOLD HARMLESS** the SUNBURST RELEASEES for any injury sustained by me, including death, caused by the NEGLIGENCE of any Sunburst RELEASEE while participating in the competition. **I agree not to bring any action or lawsuit against the SUNBURST RELEASEES for any personal injury caused by the NEGLIGENCE of any SUNBURST 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 SUNBURST RELEASEE.

I understand that for a fee of \$25.00 in addition to the normal entry fee, Sunburst offers a Competition Agreement which does not require the signing of a release of liability. In signing this Release of Liability, I acknowledge I am aware of this option offered by Sunburst and hereby waive my right to purchase said option.

**I HAVE CAREFULLY READ THIS COMPETITION 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 FRIEDL SKI VENTURES, LLC D/B/A SUNBURST, AND ECO LAND HOLDINGS, LLC THEIR OWNERS, OFFICERS, SHAREHOLDERS, COACHES, AGENTS OR EMPLOYEES FOR NEGLIGENT ACTS OR OMISSIONS.**

### **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 19): \_\_\_\_\_ Competitor's Racer Level: \_\_\_\_\_  
Competitor's Signature: \_\_\_\_\_

### **PARENT AGREEMENT**

As parent or guardian of the above-named minor, I hereby give permission for my child or ward to enter and participate in this competition at Sunburst. I have read and understand the above **COMPETITION RELEASE OF LIABILITY** and, on my behalf and on behalf of my child or ward, I agree to all the terms contained therein. I represent I have full authority to sign on behalf of my child or ward, realizing that my agreement to the above Release of Liability is binding upon my child/ward as well as myself. **I agree, on behalf of myself and my child/ward, not to bring any action or lawsuit against Friedl Ski Ventures, LLC d/b/a Sunburst, and eco Land Holdings, LLC, their officers, shareholders, coaches, agents or employees for any personal injury caused by the NEGLIGENT ACT OR OMISSION of any SUNBURST RELEASEE.**

Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

\*Parent or Guardian signature must accompany minor signature.

(9/18)