

**MT. LA CROSSE SEASON PASS RELEASE OF LIABILITY  
FOR THE 2010-2011 SKI SEASON**

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

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, surface lifts, light poles, signs, buildings, roads and walkways, ramps, table tops and other jumps, including the angle of their approaches and the angle and length of their take-off ramps and landing areas, rails, boxes, tube jams, logs, barrels, and all other terrain features, padded and non-padded obstacles, snowmaking and grooming equipment and operations, snowmobiles, and collisions with other persons and other natural and man-made hazards. I acknowledge that the risks in the sport of skiing can be greatly reduced by taking lessons, abiding by the Skier Responsibility Code (known as Your Responsibility Code), and using common sense.

In consideration of the purchase of a season pass for the 2010-2011 ski season for Mt. La Crosse and use of its facilities, **I RELEASE AND FULLY DISCHARGE Mt. La Crosse, Inc., its owners, officers, shareholders, agents, and employees (collectively "MT. LA CROSSE 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 NEGLIGENT ACT OR OMISSION of any MT. LA CROSSE RELEASEE in the design, location, construction, inspection, maintenance, and repair of the conditions on or about the premises or ski area or the operations of the ski area, including:**

- the design, location, construction, inspection, maintenance, and repair 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 table tops and other jumps, including the angle of their approaches and the angle and length of the take-off ramps and landing areas;
- the design, location, construction, inspection, and maintenance of all other terrain features, including rails, boxes, and tube jams;
- grooming, snow-making, and snowmobile operations, the operation of chairlifts, and chairlift loading and unloading operations;
- the padding or non-padding of natural and man-made obstacles and hazards;
- the posting or failure to post warnings and signs, and the construction of or non-construction of fences or other barriers, including the selection of the construction materials; and
- the classification and labeling of trails, ski runs, and terrain features.

I accept full responsibility for any injuries or damages which may result from my participation in the sport, and I hereby **HOLD HARMLESS** the MT. LA CROSSE 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 MT. LA CROSSE 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 MT. LA CROSSE 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 \$100.00 in addition to the normal season pass price, Mt. La Crosse offers an optional season pass 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 RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE BY SIGNING THIS 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 CERTAIN CLAIMS.**

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

Pass Holders' Name (Print): \_\_\_\_\_ Pass Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

\*Parent or Guardian signature must accompany any minor signature(s) above even if Parent or Guardian has already signed as a Ticket Holder above.

## 2010-2011 Mt La Crosse Season Pass \* Policy Agreement

\*For the purpose of this agreement, "Season Pass" refers to the unlimited pass as well as the *Daytime Deal Pass* and the *Twilight Ten Pass*.

- Family refers only to people on the same tax form
- Passes are not valid until a signed Season Pass Release of Liability Form or A Season Pass Agreement (No Release) has been submitted to Mt La Crosse.
- The Season Pass Card must be presented at the ticket window to receive a daily lift ticket on EACH VISIT.
- Lost lift tickets must be immediately reported and replacement is subject to manager approval. Passes are non-transferable and non-refundable. In the event that a partial transfer is granted, Mt. La Crosse reserves the right to charge a processing fee.
- Lost season pass cards should be immediately reported to the ticket desk and can be replaced for a ten dollar handling fee.

### In support of this application, I agree that:

1. All information contained in this application and submitted regarding my season pass is true and correct.
2. My skiing/snowboarding privileges are not transferable and **any use of my skiing/snowboarding privileges by any person other than me will result in immediate revocation, without refund, of all pass privileges for the remainder of the season and theft charges may be pressed.**
3. Mt. La Crosse reserves the right to make reasonable rules for the safety and convenience of its patrons and for the proper utilization of its facilities. I agree to learn and obey these rules. A listing of rules is posted inside the lodge, in the trail guide and at the ticket desk.
4. My season pass fee entitles me to lift privileges as stated when the ski area is open to the general public during the season for which the pass is issued.
5. Mt. La Crosse may use photos of me for various media and advertising promotions now or in the future.
6. Mt. La Crosse is not responsible for the loss of any personal effects or equipment that occurs while I am on their premises.
7. I understand that Mt La Crosse may close entirely or close parts of the area at unexpected times for reasons including but not limited to the safety of its patrons, due to weather, lightening, high wind, etc, and I, furthermore do not expect any sort of reimbursement if this is to happen.
8. I understand that my skiing/snowboarding privileges may be revoked by engaging in disruptive and/or illegal behavior including but not limited to the use of foul language, violence, vandalism, and/or theft.
9. I understand and will follow the guidelines outlined in **"Your Responsibility Code"**. *(listed as follows)*
  - Always stay in control, and be able to stop or avoid other people or objects.
  - People ahead of you have the right of way. It is your responsibility to avoid them.
  - You must not stop where you obstruct a trail, or are not visible from above.
  - Whenever starting downhill or merging into a trail, look uphill and yield to others.
  - Always use devices to help prevent runaway equipment.
  - Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
  - Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.

*I have read and understand this agreement and will abide by its provisions.*

Name of Pass Holder: (PLEASE PRINT) \_\_\_\_\_

Pass Holder Signature: \_\_\_\_\_

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