

MT. LA CROSSE RAIL JAM RELEASE OF LIABILITY 2019-2020

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

I, the undersigned, do hereby affirmatively acknowledge that there are certain inherent risks and dangers associated with a rail jam competition. Inherent risks include:

- Risk of injury from the activity or the equipment utilized in participating in the activity, including the potential for permanent disability and death;
- The failure or malfunction of my equipment;
- My own negligence and/or the negligence of others, including employees, agents, independent contractors, and other representatives of Mt. La Crosse, Inc., its owners, officers, shareholders, and employees;
- The design and layout of the rail course, including the length and angle of the approach and landing area;
- The design and construction of the rails and boxes in the event; and
- Injuries to the hands, fingers, elbows, shoulders and other parts of the body, including but not limited to inflammation and/or strains or tears of muscles, ligaments, and tendons, nerve damage, or broken bones.

For and in consideration of being permitted to participate in the Mt. La Crosse Rail Jam, I HEREBY FULLY AND FOREVER RELEASE Mt. La Crosse, Inc., its owners, officers, shareholders, agents, and employees (collectively "MT. LA CROSSE RELEASEES") from any liability resulting from personal injury to myself, including death, which is caused by the NEGLIGENT ACT OR OMISSION of any MT. LA CROSSE RELEASEE, with respect to:

- The instructions given or not given to participants;
- The design, location, and layout of the rail course, including the length and angle of the approaches and landing area;
- Warnings given or not given to the participant;
- The running of the competition, including the spacing of competitors and maintenance of the competition course;
- Collisions with other participants, race officials, or spectators; and
- The design and construction of the rails and boxes.

I accept full responsibility for any injuries or damages resulting from my participation in Rail Jam and I hereby **HOLD HARMLESS** the MT. LA CROSSE RELEASEES from any injuries sustained by me, including death, caused by the negligence of any MT. LA CROSSE RELEASEE while participating in said Rail Jam. I agree not to bring any action or lawsuit against any MT. LA CROSSE RELEASEE for any personal injury caused by the NEGLIGENCE of any MT. LA CROSSE RELEASEE.

In accordance with Wisconsin law, nothing in this Release should be construed as releasing, discharging, or waiving any claim I might have for reckless or intentional acts on the part of any MT. LA CROSSE RELEASEE.

I understand that for a fee of \$50, in addition to the normal entry fee, Mt. La Crosse offers an optional Rail Jam Agreement that does not require me to sign a release of liability. In signing this Rail Jam Release of Liability, I acknowledge I am aware of this option afforded by Mt. La Crosse and hereby waive my right to purchase the same.

I HAVE CAREFULLY READ THIS RAIL JAM RELEASE OF LIABILITY AND ITS CONTENTS. I AM AWARE THAT 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 ACTS OF NEGLIGENCE.

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 Ability 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 the Mt. La Crosse Rail Jam. I have read and understand the above **RAIL JAM 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 Mt. La Crosse, Inc., its owners, officers, shareholders, agents, or employees FOR ACTS OF NEGLIGENCE.

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

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

(10/16)