

**MT. LA CROSSE SEASON PASS RELEASE OF LIABILITY
FOR THE 2021-2022 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, the operation of chairlifts, and chairlift loading, riding, and unloading operations, including the presence or absence of restraint bars on the chairs of the chairlifts, light poles, signs, buildings, ramps, roads and walkways, terrain features including rails, boxes, **and** jumps, including their height, the location of the start point, and the angle **and length** 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 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 skiing can be greatly reduced by taking lessons, abiding by the Skier Responsibility Code, obeying the Wisconsin Skier Safety Act, and using common sense.

In consideration of the purchase of a season pass for the 2021-2022 ski season for Mt. La Crosse and use of its facilities, **I HEREBY 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, which is caused by the NEGLIGENT ACT OR OMISSION of any MT. LA CROSSE RELEASEE with respect to:**

- 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, **and** jumps, including their height, their start location, the angle **and length** of their approaches and the angle and length of the 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 on the chairlift;
- 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 and 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;
- the presence of snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, light posts, rocks, and trees adjacent to the ski runs; and
- **the training and equipment necessary to safely unload a skier in the event the skier is slipping out of or hanging from a chairlift.**

In accordance with Wisconsin law, nothing in this Season Pass 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 \$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.

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 HAVE CAREFULLY READ THIS SEASON PASS 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 MY SELF AND MY CHILD TO SUE MT. LA CROSSE, INC., ITS OWNERS, OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES FOR ANY OF THE ABOVE-DESCRIBED NEGLIGENT ACTS OR OMISSIONS OF ANY MT. LA CROSSE RELEASEE.

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

Pass Holder's 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.

2021-2022 Season
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*, the *Twilight Ten Pass*, the *Child Pass*, and the *Sr. Citizen Pass*.

- **PASSES ARE NON-REFUNDABLE.** Transfers may be considered in the event of a medical situation. If a transfer or partial transfer is granted, Mt. La Crosse will charge a processing fee of \$75 PLUS THE AMOUNT OF ANY PRICE INCREASE.
- **Passes are NON-TRANSFERABLE and may not be transferred to another person.**
- **Daily tickets may not be used by anyone other than the person for whom the pass was originally purchased.** Transferring of ticket or pass privileges will result in revocation, without refund, of all pass privileges as well as possible filing of criminal trespass fees and charges to both the pass holder and the user of the ticket.
- **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.** The ticket must be worn and visible at all times while skiing/boarding. Pass holders who fail to get a lift ticket on each visit are subject to loss of pass privileges without refund and possibly fined.
- **Lost Season Pass cards may be replaced for a \$10 fee.** Lost lift tickets must be immediately reported and replacement is subject to manager approval.

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. 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.
3. 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.
4. Mt. La Crosse may use photos of me for various media and advertising promotions now or in the future.
5. Mt. La Crosse is not responsible for the loss or damage of any personal effects or equipment that occurs while I am on their premises.
6. 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, lightning, high wind, etc., and I, furthermore, do not expect any sort of reimbursement if this is to happen.
7. I understand that my skiing/snowboarding privileges may be revoked by engaging in illegal and/or disruptive behavior including, but not limited to, the use of foul language, violence, vandalism, and/or theft.
8. No open flames or grills on the premises unless pre-authorized by hill management.
9. Consumption of alcohol is not permitted in unauthorized areas of Mt. La Crosse.
10. 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: _____