

**SUNBURST SNOW-TUBING DAILY TICKET RELEASE OF LIABILITY
FOR THE 2018-2019 SNOW-TUBING SEASON**

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

I accept and understand the sport of snow-tubing involves certain inherent and other risks, dangers, and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in this sport. Risks include, but are not limited to, risk of injury or death from changes in terrain and snow surface, ice, bumps, jumps, bare spots, debris, fences, posts, trees, lift equipment and towers, light poles, signs, buildings, and walkways, ramps, padded and non-padded barriers, obstacles, snowmaking, grooming equipment, and collisions with other snow-tubes or snow-tubers or lift attendants and/or other objects and hazards, both natural and man-made, including collisions with people and obstacles adjacent to and off the snow-tubing lanes, such as light poles, posts, snowmaking towers, risers and guns, and other snowmaking equipment, rocks and trees. **I FREELY ACCEPT AND ASSUME ALL RISKS OF INJURY ASSOCIATED WITH THIS SPORT.**

In consideration of the purchase of a snow-tubing daily ticket during the 2018-2019 snow-tubing season for Sunburst and use of its facilities, **I HEREBY 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, or damage to my property which is caused by the NEGLIGENCE ACT OR OMISSION of any SUNBURST RELEASEE with respect to:**

- controlling of snow-tube and snow-tuber traffic in the lanes and run-out area;
- selection, installation, adjustment, inspection, maintenance, or repair of the snow-tubing equipment;
- the decision by Sunburst to not have employees who are responsible for the decision as to when a tuber should start down the tubing lane and having the individual tubers make that starting decision for himself or herself, and the fact tubers may not be able to see all other tubers at all times;
- instructions given or not given to snow-tubers concerning the equipment or its use or when tubers should begin starting down the tubing lane or how or when to exit the tubing lane upon completion of a run;
- operations of the snow-tubing area, including but not limited to the design, location, construction, inspection, maintenance, and changing conditions of the snow-tube lanes and run-out area;
- snowmaking and grooming operations;
- lift loading, riding, and unloading operations;
- padding or non-padding of natural and man-made obstacles, barriers and hazards on, adjacent to, or off the snow-tubing lanes;
- posting or failure to post warnings and signs;
- providing or failing to provide fences or other barriers, including the selection of the fencing/barrier materials;
- classification and labeling of snow-tube runs;
- maintaining or modifying variations in the surface, steepness, and pitch of snow-tube lanes and slopes;
- conditions adjacent to and beyond the snow-tube run-out area, including the presence of light poles, posts, the conveyor tow, and snowmaking towers, risers and guns, and other snowmaking equipment, fences, rocks and trees; and
- the length of the snow-tubing lanes, including the run-out length.

I accept full responsibility for any and all injuries which may result from the use of the snow-tubing equipment or the participation in this sport, and I agree to **HOLD HARMLESS** the SUNBURST RELEASEES for any injury sustained by me, including death, caused by the negligence of any SUNBURST RELEASEE while using the snow-tubing equipment and participating in this sport. I agree not to bring any action or lawsuit against any SUNBURST RELEASEE for any injury caused by the negligence of any SUNBURST RELEASEE.

I understand that for a fee of \$5.00 in addition to the normal daily ticket price, Sunburst offers an optional Snow-Tubing Daily Ticket 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 Sunburst and hereby waive my right to purchase the same.

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.

In the event I am signing as a parent or guardian of a minor, I represent I have full authority to do so, realizing this Release of Liability is binding upon the minor as well as myself.

I HAVE CAREFULLY READ THIS SNOW-TUBING DAILY TICKET RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS FOR MYSELF AND/OR MY CHILD, INCLUDING THE RIGHT TO SUE FRIEDL SKI VENTURES, LLC D/B/A SUNBURST, OR ECO LAND HOLDINGS, LLC, THEIR OWNERS, OFFICERS, SHAREHOLDERS, AGENTS OR EMPLOYEES FOR NEGLIGENCE ACTS OR OMISSIONS.

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

Daily Ticket Holder's Name (Print): _____ Daily Ticket Holder's Signature: _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____ Age: _____ Date of Birth: _____

Phone #: _____ E-mail: _____

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

*Parent or Guardian signature must accompany minor signature.