

RELEASE OF LIABILITY FOR WILD MOUNTAIN SUMMER ACTIVITIES

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

I understand that participating in any recreational activity at or organized by Wild Mountain such as water slides, go carts, air bag jump, water rides, alpine slide, or chairlift rides (collectively, "**Wild Mountain Summer Activities**") 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 ground, alpine slide track conditions, leaving the track, overturning, rocks, stumps, debris, fences, posts, trees, lift equipment and towers, light poles, signs, buildings, roads and walkways, dips, gullies, bumps and other terrain features, drowning, collisions with other persons, vehicles and equipment, excessive speed and other natural and man-made hazards.

In consideration of the purchase of a ticket for Wild Mountain Summer Activities and participation in any Wild Mountain Summer Activity (whether or not a ticket is purchased or issued), **I RELEASE AND HOLD HARMLESS and AGREE NOT TO BRING ANY ACTION OR SUIT AGAINST Wild Mountain and their owners, officers, shareholders, agents and employees (collectively "WILD MOUNTAIN 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 NEGLIGENCE ACT OR OMISSION of any WILD MOUNTAIN RELEASEE in the design, location, construction, inspection, maintenance and repair of the conditions on or about the premises of Wild Mountain or the operations of Wild Mountain provided, however,** that nothing in this Release should be construed as releasing, discharging or waiving any claims I may have for other than ordinary negligence pursuant to Minn. Stat. § 604.055 on the part of any WILD MOUNTAIN RELEASEE.

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

To the extent I am signing on behalf of a minor, I **hereby release Wild Mountain** from any and all liability for personal injury, death or property damage sustained by the minor which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or the minor's participation in any activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.

I further agree to **defend, indemnify and hold harmless Wild Mountain** from any and all claims, demands, losses, damages and liabilities, contribution or otherwise with respect to personal injury, death or property damage arising from my or a minor on whose behalf I signed, participation in all activities at Wild Mountain. **I promise not to sue Wild Mountain** and further agree that if anyone is physically injured or property is damaged while I am engaged in any activity at Wild Mountain, I will have no right to make a claim or file a lawsuit against Wild Mountain. I agree to defend and indemnify the Wild Mountain for any and all claims, including subrogation and/or derivative claims brought by any third party or insurer, which I may cause.

I HAVE CAREFULLY READ THIS **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 WILD MOUNTAIN AND OTHER WILD MOUNTAIN RELEASEES FOR CERTAIN CLAIMS.**

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

Date: _____ Phone: _____

1st Customer/Renter Name (Print): _____ Signature: _____ Age: _____

2nd Customer/Renter Name (Print): _____ Signature: _____ Age: _____

3rd Customer/Renter Name (Print): _____ Signature: _____ Age: _____

4th Customer/Renter Name (Print): _____ Signature: _____ Age: _____

5th Customer/Renter Name (Print): _____ Signature: _____ Age: _____

6th Customer/Renter Name (Print): _____ Signature: _____ Age: _____

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Parent/Guardian: If daily guest is a minor, I verify that I have the authority to enter into this agreement on behalf of the minor and I agree to be bound by all terms and conditions of this agreement.

Parent/Guardian's Signature

Parent/Guardian's Printed Name

Date

