

TROLLHAUGEN RACE PROGRAM
ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY FOR 2017-2018

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

A. ACKNOWLEDGMENT OF RISKS.

Of my own free will, I agree to participate in the Trollhaugen Race Program (which include but may not be limited to: Alpine, Snowboard and Twin Tip D Team, Thanksgiving Race Camp, Christmas Race Camp, Race Academy, Troll Cup, Courage Cup, NASTAR, Spring Slalom, and Quest Race League.) under the terms contained herein.

Skiing in its various forms, including snowboarding, involves risks, dangers, and hazards that may cause serious personal injury or death and 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, light poles, signs, buildings, ramps, roads and walkways, terrain features, including rails, boxes, corrugated pipes, cylinders, dance floors, wall rides, rollers, and table tops and other jumps, including their height, the location of the start point, the angle 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 people and 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. The risks in the sport of competitive skiing can be greatly reduced by taking lessons, abiding by the Skier Responsibility Code (known as Your Responsibility Code), obeying the Wisconsin Skier Safety Act, and using common sense. As a participant on the Trollhaugen Race Program, I recognize I must take an active role in and assume responsibility for understanding these risks, conditions and hazards.

I represent I possess the necessary skills and physical ability to enter and participate in the Race Program in such a way that I will not endanger myself or others. I am aware that, as a skier/snowboarder, I am bound by certain Wisconsin laws and the Skier Responsibility Code (known as Your Responsibility Code). I understand it is my responsibility to inspect all runs, courses and terrain prior to competing, regardless of whether or not the run, course or terrain is familiar to me. I agree to never utilize any run, course or terrain without first conducting such inspection. I further understand it is my responsibility to avoid falls and collisions, and to avoid injury to myself and others. I also understand I am responsible for the inspection and maintenance of my equipment, including skis, snowboards, bindings, boots, poles and restraint devices or leashes. I agree to use restraint devices or leashes at all times. I agree to abide by all rules, regulations and conduct codes deemed appropriate by the Trollhaugen Race Program in accordance with the program's purposes and goals. I understand the failure to abide by these rules, regulations and conduct codes may lead to immediate termination of my participation with the Trollhaugen Race Program. I understand no inverted aerial maneuvers are allowed.

Participant's Signature: _____

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

*Parent or Guardian signature must accompany minor signature

B. RELEASE OF LIABILITY.

In consideration of the permission to participate on the Trollhaugen Race Program and in its races, events and training, I **RELEASE AND FULLY DISCHARGE** the Trollhaugen Race Program, Trollhaugen, Inc., their owners, officers, shareholders, coaches, instructors, agents and employees (collectively the "TROLLHAUGEN RELEASEES") from any liability resulting from any personal injury to myself, including death, which is caused by any **NEGLIGENT ACT OR OMISSION** of any **TROLLHAUGEN RELEASEE** with respect to:

- the preparation, organization, coordination, operation or supervision of the Trollhaugen Race Program and its race(s), event(s) and training;
- the preparation, design, layout, location, construction, installation, setting, inspection or maintenance of the area(s), course(s) and equipment, including terrain features, together with the start location, height, the angle and length of their approaches, the angle and length of take-off ramps and landing areas;
- the organization, coordination, operation or supervision of the area(s) and course(s) used for any Trollhaugen Race Program race, event or training;
- the instructions, coaching or training given or not given to me concerning the Trollhaugen Race Program, race(s), event(s) or training, or the area(s), course(s) and equipment;
- 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;
- the construction of or failure to construct fences, rope lines, and other barriers, including the selection of the construction materials;
- the presence of snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, poles, rocks and trees adjacent to the ski runs; or
- the operation of chairlifts, including chairlift loading, riding, and unloading operations, including the presence or absence of restraint bars.

I accept full responsibility for any personal injury which may result from participation on the Trollhaugen Race Program, and I hereby **HOLD HARMLESS** the TROLLHAUGEN RELEASEES for any personal injury sustained by me or my child participant, including death, while participating on the Trollhaugen Race Program and in its races, events and training. I agree not to bring any action or lawsuit against the TROLLHAUGEN RELEASEES for any personal injury caused by the NEGLIGENCE of any TROLLHAUGEN RELEASEE.

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 TROLLHAUGEN RELEASEE.

I understand that for a fee of \$75.00 in addition to the normal fee, Trollhaugen offers a Race Program Agreement without the signing of a release of liability. In signing this Release of Liability, I acknowledge I am aware of this option offered by Trollhaugen and hereby waive my right to purchase said option.

I HAVE CAREFULLY READ THIS RACE PROGRAM 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 THE TROLLHAUGEN RACE PROGRAM, TROLLHAUGEN, INC., THEIR OWNERS, OFFICERS, SHAREHOLDERS, COACHES, INSTRUCTORS, AGENTS OR EMPLOYEES FOR NEGLIGENT ACTS OR OMISSIONS.

CAUTION: READ BEFORE SIGNING!

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!

Participant's Name (Print): _____

Address: _____ City: _____ State: _____ Zip Code: _____

Age: _____ Date of Birth (if under 19): _____

Participant's Signature: _____ Date: _____

PARENT AGREEMENT

As parent or guardian of the above-named minor, I hereby give permission for my child or ward to participate on the Trollhaugen Race Program and in its races, events and training. I have read and understand the above **RACE PROGRAM ACKNOWLEDGMENT OF RISKS AND 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 Acknowledgment of Risks and 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 the Trollhaugen Race Program or Trollhaugen, Inc., their owners, officers, shareholders, coaches, instructors, agents or employees for any negligent acts or omissions. **I understand that my child or ward may ride on a chair lift alone and without supervision.**

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

*Parent or Guardian signature must accompany minor signature.

(8/15)

POWER TO AUTHORIZE MEDICAL TREATMENT

(If you are under 18, this form must be signed by a parent or legal guardian.)

Power to Authorize Medical Treatment

I, the undersigned, as a parent and/or legal guardian of the above-named minor, I recognize that medical treatment may become necessary in the Trollhaugen Race Program, and to avoid delay of any necessary medical treatment and/or that which would alleviate physical injury, hereby empower the staff of Trollhaugen, Inc. or other designated persons to authorize on my behalf recommended medical treatment of my child by any staff member of any hospital, medical doctor, emergency medical technician, and/or paramedic. This authorization is complete and of itself fully operative upon my signature for the duration of the Trollhaugen Race Program.

PARENT/GUARDIAN (PRINT)

PARENT/GUARDIAN (SIGNATURE)

INSURANCE COMPANY

POLICY NUMBER

DOCTOR'S NAME

PHONE NUMBER