

LUTSEN MOUNTAINS RELEASE OF LIABILITY

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

I understand snow sports at this area are **INHERENTLY DANGEROUS**, and that they can cause **SERIOUS INJURY OR DEATH** from, including but not limited to, the following conditions: changes in terrain, weather and/or snow surfaces; ice; moguls; bare spots; rocks; cliffs; steep terrain; unmarked hazards; stumps; debris; fences; posts; trees; forest growth; lift equipment and towers; surface lifts; lift loading and unloading; entanglement on or falls from lifts; light poles; signs; buildings; roads and walkways; rails; boxes; table tops; other jumps and other terrain features (including their approaches and the angle of their take-off ramps, and landing areas both in and out of terrain parks); padded and non-padded barriers and obstacles; snowmaking activities; snow grooming; pipes; hoses; snowmobiles; collisions with other persons; loss of control; other natural and man-made hazards; and/or ski racing; and any other hazards not yet mentioned but described in the next paragraph, and I **ASSUME ALL RISKS**. I agree to use all facilities safely and have the ability to safely load and unload lifts, will read and follow all signage, will follow all verbal instructions, will control speed, will avoid snowmobiles, snow groomers and other natural or manmade objects, and will **ABIDE BY YOUR RESPONSIBILITY CODE** of the National Ski Areas Association. I acknowledge that the risks in snow sports at this area can be greatly reduced by taking lessons, abiding by the Skier Responsibility Code (known as Your Responsibility Code), and using common sense.

IF YOU DO NOT AGREE, DO NOT USE THESE FACILITIES. In consideration and exchange for allowing me to use these facilities, I **AGREE NOT TO SUE** Lutsen Mountains Corporation and its owners, officers, shareholder, agents, volunteers, and employees (hereafter "LUTSEN RELEASEES"), and I agree to **HOLD HARMLESS and RELEASE** the LUTSEN RELEASEES from liability for **NEGLIGENCE, STRICT LIABILITY, or BREACH OF ANY EXPRESS OR IMPLIED WARRANTY** of any LUTSEN RELEASEE in the design, location, construction, inspection, maintenance and repair of the conditions on or about the premises or ski area or the operations of the ski area, including but not limited to:

- the design, location, construction, inspection, maintenance and repair of trails, ski runs, slopes, and terrain features, including rails, boxes, table tops and other forms of jumps, including their approaches and the angle of the take-off ramps and landing areas;
- grooming, snowmaking and snowmobile operations, the operation of surface lifts, aerial chairlifts and gondolas and the loading and unloading operations of surface lifts, aerial chairlifts and gondolas;
- padding or non-padding of natural and man-made obstacles and hazards;
- posting or failure to post warnings or signs, and the construction or failure to construct fences or other barriers including the selection of construction materials
- classification and labeling of trails and ski runs and terrain features; or
- maintaining or modifying variations in the surface, steepness and pitch of trails, ski runs, slopes, half-pipes and other terrain features;

provided, however, that nothing in this Release should be construed as releasing, discharging or waiving any claims I may have for reckless, willful, wanton or intentional acts on the part of any LUTSEN RELEASEE. In accordance with Minn. Stat. § 604.055, this does not apply to claims for greater than ordinary negligence. **I AGREE TO DEFEND AND INDEMNIFY** the LUTSEN RELEASEES for all claims arising from my use of this ticket, including for attorney's fees.

If the user is a **MINOR**, I agree, as the **PARENT/LEGAL GUARDIAN**, to defend and indemnify the LUTSEN RELEASEES as to claims brought by the minor. I agree to the terms of this Release on behalf of the minor user. 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.

I understand that, for a fee of \$15.00 per day per lift ticket in addition to the normal lift ticket price, Lutsen Mountains offers an optional lift 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 Lutsen Mountains and hereby waive my right to purchase the same.

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 LUTSEN MOUNTAINS CORPORATION, ITS OWNERS, OFFICERS, SHAREHOLDERS, AGENTS, VOLUNTEERS OR EMPLOYEES FOR CERTAIN CLAIMS.

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

1st Ticket Holder's Name (Print): _____ Ticket Holder's Signature: _____ Age: _____

2nd Ticket Holder's Name (Print): _____ Ticket Holder's Signature: _____ Age: _____

3rd Ticket Holder's Name (Print): _____ Ticket Holder's Signature: _____ Age: _____

4th Ticket Holder's Name (Print): _____ Ticket Holder's Signature: _____ Age: _____

5th Ticket Holder's Name (Print): _____ Ticket Holder's Signature: _____ Age: _____

6th Ticket Holder's Name (Print): _____ Ticket Holder's Signature: _____ Age: _____

PARENT (OR LEGAL GUARDIAN'S) SIGNATURE

Parent (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.

Parent (or Legal Guardian's) Name (Print): _____ Relationship to Minor: _____