

## RELEASE OF LIABILITY: Alpine Sport

### Release Terms

**Grand Geneva Resort & Spa (GGR):** The legal name for GGR is Grand Geneva, LLC. Marcus Hotels, Inc is the sole member of Grand Geneva, LLC. The Marcus Corporation is the sole shareholder in Marcus Hotels, Inc. This release extends to Grand Geneva, LLC, Marcus Hotels, Inc., The Marcus Corporation, and any Insurance Company providing liability coverage to these entities.

**Negligence:** Acting, or failing to act, in a manner that would be described as careless. An individual's failure to use the type of care a reasonable person would use in the same or similar circumstances.

**Release:** To give up or give away.

**Liability:** Responsibility or responsible for.

**Alpine Sport:** Skiing, sledding, biking, or tubing.

**Injury:** Physical or psychological wound, hurt or harm. Given the nature of *Alpine Sports*, an injury could be as simple as a sprain or as serious as paralysis or death.

**Damages:** Compensation (money) for past and future medical expenses, equipment, and care; pain and suffering; loss of society and companionship; loss of past wages and future earnings; funeral expenses; caretaking costs; wrongful death; and any other expenses or losses stemming from injury or death.

**GGR Operations:** Includes snow making; trail and hill design; grounds maintenance; rental of equipment including installation, adjustment, inspection and maintenance of equipment; operation of grooming equipment; operation of the ski lift(s), conveyor lift(s), and rope tow including loading and unloading; monitoring of other patrons for careless or unsafe conduct; skiing, snowshoeing, and snowboarding instruction; search and rescue efforts; ski, snowboard and bicycle competitions; and selection, training, and retention of staff.

**GGR Facilities:** The land, buildings, structures, and employees located on or working at the thirteen hundred acre resort situated on The Mountain Top at Grand Geneva Resort & Spa, located in Lake Geneva, Wisconsin.

**GGR Equipment:** Skis, boots, bindings, LOOK® Alpine Ski bindings, poles, snowshoes, snowboards, bicycles, helmets, tow ropes, conveyor lift(s), ski lift(s), rescue equipment, rescue vehicles, and any other necessary equipment and supplies.

### ACKNOWLEDGEMENTS – Review and Insert Initials

- GGR has provided me with a list of terms used in this *Release*. ( )
- I have read the list of terms and definitions provided. ( )
- I acknowledge that I have the right to talk with a representative of GGR to discuss questions about this *Release* or the terms used in it. ( )
- I acknowledge that I have the right to, upon request, obtain and review a current copy of the applicable Wisconsin statutory provisions regarding ski hill operator and *Alpine Sport* participant obligations and *Duties*. ( )
- I understand and accept the inherent conditions and risks associated with all *Alpine Sports*, including but not limited to those enumerated in Wis. Stat. § 167.33(2), and those resulting from the non-release and/or inadvertent release of the ski and snowboard bindings. ( )
- I understand that, as an *Alpine Sport* participant, I am held to certain duties unique to my participation in the sport as enumerated in Wis. Stat. § 167.33(5). I accept that it is my obligation to diligently carry out all duties assigned to me. ( )
- I am aware that my participation in an *Alpine Sport* of any kind, and/or the participation of my child or dependent could result in injury or death. ( )
- I agree to accept the *GGR Equipment "AS IS"*, and agree to be fully responsible for all damage or loss to the *GGR Equipment* and agree to pay for all repairs or for the replacement cost of *GGR Equipment* if lost, stolen, or damaged. ( )
- I am aware that the use of a helmet **might** reduce the likelihood of injuries **but** its use does not guarantee safety or freedom from injury. A helmet **DOES NOT ELIMINATE THE RISK OF INJURY OR DEATH**. ( )
- I understand that injury or death could result from my own *Negligence*, the *Negligence* of my child or dependent, or the *Negligence* of GGR or its staff in the *Operations* of GGR, its *Facilities*, or *Equipment*. ( )
- I understand that if this *Release* was not as broad as it is, the cost for use of *GGR Facilities*, *GGR Equipment*, and *GGR Operations* would be considerably higher than it currently is. ( )
- I do not **wish to** pay a higher cost for use of *GGR Operations*, *GGR Facilities*, and/or *GGR Equipment*, and therefore, I accept the current scope of this *Release*. ( )
- Since I do not wish to pay a higher cost, and because I accept the current scope of this *Release*, I am waiving my right to bargain or negotiate for alternative *Release of Liability* terms. ( )
- I acknowledge that because GGR is located in Lake Geneva, Wisconsin, this *Release* will be interpreted under Wisconsin law. ( )
- I agree that this *Release* is intended to be as broad and inclusive as is permitted by the law and if any portion of the *Release* is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. ( )

### RELEASE OF LIABILITY

Having reviewed and understood the above acknowledgements, and in consideration for use of GGR Operations, GGR Facilities and GGR Equipment, I release Grand Geneva Resort & Spa (GGR) and its parent and affiliated entities from liability for any and all claim(s) for damages stemming from or arising out of negligent conduct on the part of GGR. I understand that this release extends to negligent acts or failure to act on the part of the agents and employees of GGR, and the negligent or unsafe condition of GGR Operations, GGR Equipment, and/or GGR Facilities. With this release, I also release GGR and LOOK Alpine Ski Bindings from legal liability for all claims whether based on negligence, breach of warranty, product defect, or other legal theories relating to or arising from personal injury.

I also understand that by signing this document, my spouse, children, dependents, guardians, and heirs may not bring a lawsuit seeking damages.

**CAUTION: THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. BY SIGNING THIS DOCUMENT YOU GIVE UP YOUR RIGHT TO SUE GRAND GENEVA RESORT & SPA FOR DAMAGES.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
If Participant is under the age of 18, signature of Parent or Guardian