

# CHRISTIE MOUNTAIN RECREATIONAL ACTIVITIES RELEASE OF LIABILITY – 2015

PLEASE READ CAREFULLY BEFORE SIGNING.

## THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS.

I, the undersigned, understand that my participation in recreational activities at Christie Mountain, including obstacle course running, bungee trampoline, ziplining, slacklining, rock climbing and rappelling, involve risks of personal injury or death and that injuries are a common and ordinary occurrence in such activities. Those risks involve falls, changes in terrain and weather, rocks, stumps, trees, ropes, collisions with other obstacles, improper adjustment or malfunctioning of equipment, and my own negligence in participating in such activities.

I represent I possess the necessary skills and physical abilities to participate in the above activities.

**For and in consideration of being permitted to participate in recreational activities at Christie Mountain, I HEREBY FULLY AND FOREVER RELEASE AND DISCHARGE Christie Mountain, Inc., its owners, officers, shareholders, agents, and employees (collectively "CHRISTIE MOUNTAIN RELEASEES") from any liability resulting from personal injury to myself, including paralysis or death, which is caused by the BREACH OF ANY EXPRESS OR IMPLIED WARRANTY or the NEGLIGENCE ACT OR OMISSION of any Christie Mountain Releasee, including:**

the design, location, construction, maintenance, and repair of the equipment and courses utilized in the recreational activities;  
the location, height, and tensioning of the slackline, zipline, and bungee trampoline equipment;  
the adjustment of ropes, harnesses, bungee cords, or connectors utilized in the recreational activity;  
the instructions or warnings given or not given to me concerning my participation in the recreational activities;  
the selection of the activity route; the selection of equipment utilized by the participant;  
the furnishing or failure to furnish safety equipment, including helmets, elbow pads, and other body armor.

I accept full responsibility for any injuries or damages resulting from my participation in recreational activities and I hereby HOLD HARMLESS the Christie Mountain Releasees for any injuries sustained by me, including paralysis or death, while participating in recreational activities and I agree not to bring any action or lawsuit against any Christie Mountain Releasee for any injury or damages.

In accordance with Wisconsin law, nothing in this Release should be construed as releasing, discharging, or waiving any claims I might have for reckless or intentional acts on the part of any Christie Mountain Releasee.

I understand that for a fee of \$100.00 in addition to the normal recreational activity fee, Christie Mountain offers an optional Recreational Activities Agreement and Christie Mountain will not require me to sign a Release of Liability. In signing this Recreational Activity Release of Liability, I acknowledge I am aware of this option afforded by Christie Mountain and hereby waive my right to purchase the same.

**I HAVE CAREFULLY READ THIS RECREATIONAL ACTIVITIES 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 CHRISTIE MOUNTAIN, INC., ITS OWNERS, OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES FROM CERTAIN CLAIMS.**

### CAUTION: READ BEFORE SIGNING!

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

Participant's Name (Print): \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth (if under 18): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Any health issues/allergies we should be aware of? Yes \_\_\_ No \_\_\_ Explain: \_\_\_\_\_

Emergency contact today: Name/Relationship: \_\_\_\_\_ Phone #: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### PARENT AGREEMENT

As parent and/or legal guardian of the above-named minor participant, I hereby give permission for my child or ward to participate in recreational activities at Christie Mountain. I have read and understand the above Christie Mountain Recreational Activities Release of Liability and, on my behalf and on behalf of my child or ward, I agree to all terms contained therein. I represent I have full authority to sign on behalf of my child or ward, realizing this Release is binding upon my child or ward as well as myself.

Parent's or Legal Guardian's Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

\*Parent or Guardian signature must accompany minor signature