



Mont du Lac
RECREATION
Daily Pass Agreement

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #:(____) _____ Birth Date (mm/dd/yyyy): _____

Email Address: _____

**MONT DU LAC RECREATIONAL AREA
FULL RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT FOR SKIING,
SNOWBOARDING AND TUBING
PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

As a condition of being able to use the Mont du Lac Recreation Area (“Mont du Lac”) to include DL Skiing, LLC, Mont du Lac Snow Sports, LLC and DL Bar & Restaurant, LLC, all entities involved in the ownership or operation of Mont du Lac, I hereby execute this Agreement and assume all risks associated with my uses of Mont du Lac.

I understand and EXPRESSLY AGREE to the fact that SKIING, SNOWBOARDING and TUBING are EXTREMELY HAZARDOUS including, without limitation, the risks of PERSONAL INJURY AND/OR DEATH or property damage which could occur from these activities and the risks of loading and unloading the lift. Uneven terrain, collisions with natural, man-made and other objects or persons, and all of the other risks included in participation in outdoor activities in a mountain environment. I realize that the tube used to ride the tubing terrain provides NO DIRECTIONAL CONTROL and NO BREAKING OR STOPPING DEVICE. I understand that such an activity includes HAZARDS AND RISKS, that the tube is solely a user controlled device, that the TUBE MAY TIP OVER OR MAY LEAVE THE TUBBING CHUTE, that HIGH SPEEDS may be reached, that injuries do occur and that, by my signature below, I VOLUNTARILY ASSUME ALL RISKS of any INJURY OR DEATH RESULTING FROM MY PARTICIPATION IN THIS ACTIVITY AND AGREE TO FOLLOW ALL POSTED AND VERBAL INSTRUCTIONS. I also agree to remain alert and to act in a careful and prudent manner at all times to safeguard myself and others as much as possible.

I understand and agree that INJURIES ARE COMMON AND ORDINARY OCCURANCE OF THESE ACTIVITIES. I have made a VOLUNTARY CHOICE to participate in SKIING, SNOWBOARDING AND/OR TUBING myself or allow my child(ren) to do so despite the risks they present. In consideration of Mont du Lac making SKIING, SNOWBOARDING AND/OR TUBING available to me and/or my child(ren), I EXPRESSLY AGREE that I freely accept and voluntarily RELEASE MONT DU LAC and its agents, employees, directors, officers and volunteers FROM ANY AND ALL LIABILITY for personal injury, death or property damage which results IN ANY WAY from my or my child(ren)’s participation in this activity, including and caused by MONT DU LAC’S OWN NEGLIGENCE, condition on or about the premises or facilities or the operations of the ski area including, but not limited to, grooming, snowmaking, lift operations while loading or unloading skiers, snowboarders and/or tubers and ACCEPT MYSELF THE FULL RESPONSIBILITY FOR ANY AND ALL such damages or injury of any kind which may result TO ME OR MY CHILD(REN).

In accordance with Wisconsin law, nothing in this release should be construed as releasing, discharging, or waiving any claims I may have for reckless or intentional acts on the part of any Mont du Lac Release.

In addition, the undersigned parent/guardian below represents to MONT DU LAC that they have the authority to enter into this contract on behalf of said MINOR(S) and on behalf of any parent or guardian of said MINOR(S) and AGREES TO DEFEND AND INDEMNIFY and hold harmless MONT DU LAC from any and all claims arising from this release brought on behalf of said minor(s) or any other parent/guardian thereof, even if caused by NEGLIGENCE and

even after the minor(s) has attained majority, or from third parties injured by the minor(s), and hold MONT DU LAC, its owners, representatives, agents, affiliates, officers, directors, servants and employees harmless from any such claim, legal action, harm, injury, damages, or loss to person and/or property.

I the undersigned HAVE READ AND UNDERSTAND the terms of the above Full Release from Liability and Indemnity Agreement and I am signing it freely and of my own accord, realizing IT IS BINDING upon me, my heirs, assigns and in the event I am signing it on behalf of ANY MINOR(s), that I have FULL AUTHORITY TO DO SO REALIZING ITS BINDING EFFECT ON THEM as well as me.

If any part of is deemed unenforceable, the remainder shall be an enforceable contract between the parties. I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW, I am releasing my legal rights, as well as those of any minor for whom I am signing.

_____ (parent or Guardian must sign for any participants under 18 years of age)
(signature)

I agree____ disagree____ that such images of me and those taken by me may be used in any manner of media, such as websites, advertisements, publications, promotions, posters and other ski-area related business. I understand I will not be compensated in any way for the utilization of these images.

I am at least 18 years of age and competent to sign this release (if not, my parent or guardian is signing this release for me). I have (or my parent or guardian has) read this release before signing it, understand its contents, and accept the terms.

Signature: _____ Date: _____