

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 - Conduct or a failure to act that would be described as careless. Failure to use the care that a reasonable person would use in similar circumstances.

Release – To give up or give away.

Liability – Responsibility or responsible for.

Injury – Physical or psychological wound, hurt or harm. Given the nature of skiing and snowboarding an injury could be as simple as a sprain or as devastating as paralysis or death.

Damages – Compensation (money) for past and future medical bills, equipment and care; pain & suffering; loss of society and companionship; loss of past wages and future earnings; funeral expenses; caretaking costs; wrongful death and 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 and snowboard competitions; and selection and retention of staff.

GGR Facilities - The land, buildings and employees located on or working at the thirteen hundred acre resort situated in Lake Geneva, Wisconsin.

GGR Equipment – Skis, boots, bindings, LOOK Alpine Ski bindings, poles, helmets, snowshoes, snowboards, tow ropes, conveyor lift(s), ski lift(s), rescue 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 the 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 if I don't understand the terms of this Release, I should not sign it. (____)
- As an adult I understand that the daily activities of life carry a risk of injury. Due to the nature of skiing and snowboarding and the equipment used, I understand the risk of injury is higher. I accept the inherent risks associated with skiing, snowshoeing and snowboarding including those resulting from the non-release and or inadvertent release of the ski bindings. (____)
- I am aware my participation in skiing, snowshoeing and or snowboarding and/or the participation of my child, or dependent could result in injury or death. (____)
- I am aware that use of a helmet **might** reduce the likelihood of injuries **but** its use does not guarantee safety or freedom from injury. The 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. (____)
- I do not wish to pay a higher cost for use of *GGR Operations, GGR Facilities and/or GGR Equipment*. (____)
- Since I do not wish to pay a higher cost for use of *GGR Operations, GGR Facilities and/or GGR Equipment* I am waiving my right to bargain or negotiate for a different *Release of Liability* terms. (____)
- I acknowledge that because GGR is located in Lake Geneva, Wisconsin, this Release will be interpreted under Wisconsin law. (____)

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 (*GGR*), its parent and affiliated entities from liability for any and all claim 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.

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 _____, 200__

Signature of Participant

Printed Name of Participant

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