

Coffee Mill Ski Area Release of Liability

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

I understand snow sports are **INHERENTLY DANGEROUS**, and involve risks, dangers and hazards that may cause **SERIOUS PERSONAL INJURY, DEATH OR PROPERTY DAMAGE** and that injuries are a common and ordinary occurrence. Risks include, but are not limited to, 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, decks, railings, roads, 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 equipment and snow grooming activities and equipment; steel pipes; hoses; snowmobiles; collisions with other persons; loss of control; other natural and man-made hazards; and/or ski racing; and any other, **I ASSUMES ALL RISKS.**

I acknowledge that the risks in snow sports can be greatly reduced by taking lessons, abiding by the Skier Responsibility Code (known as Your Responsibility Code), and using common sense.

In consideration and exchange for allowing me to use these facilities, **I AGREE NOT TO SUE**, Coffee Mill Ski Area and affiliated entities and their owners, officers, shareholders, agents, volunteers, and employees (collectively "COFFEE MILL RELEASEES") and I agree to **HOLD HARMLESS and RELEASE COFFEE MILL SKI AREA RELEASEES** from any liability resulting from personal injury, death or property damage which is caused by **NEGLIGENCE** of any COFFEE MILL SKI AREA RELEASEE in the design, location, construction, inspection, maintenance and repair of conditions on or about the premises or the operations of any COFFEE MILL SKI AREA RELEASEE.

Nothing in this release should be construed as waiving any claims I may have for conduct that constitutes greater than ordinary negligence pursuant to Minn. Stat. 604.055.

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, **or a minor** on whose behalf I signed, participation in all activities and COFFEE MILL SKI AREA RELEASEES. I promise not to sue COFFEE MILL SKI AREA RELEASEES, and further agree that if anyone is physically injured or property is damaged while I am engaged in any activity at COFFEE MILL SKI AREA, I will have no right to make a claim or file a lawsuit against COFFEE MILL SKI AREA. I agree to **defend and indemnify** COFFEE MILL SKI AREA for any and all claims, including subrogation and/or derivative claims brought by any third party or insurer, which I may cause.

OPTIONAL FEE TO NOT SIGN RELEASE. I understand that, for a fee of \$10.00 per day per lift ticket in addition to the normal lift ticket price, Coffee Mill Ski Area 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 Coffee Mill Ski Area and hereby waive my right to purchase the same.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY, HAD THE OPPURTUNITY TO ASK QUESTIONS ABOUT 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 COFFEE MILL SKI AREA RELEASEES FOR CERTAIN CLAIMS.

CAUTION: READ BEFORE SIGNING!

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

PARENT(OR LEGAL GUARDIAN) SIGNATURE
