



2023 Summer Activities Day Pass Agreement
Assumption of Risk, Release of Liability, and Indemnification

PLEASE READ CAREFULLY BEFORE SIGNING
This Agreement Affects Your Legal Rights

As a condition of being permitted access to WILD MOUNTAIN INC, CASHMERE PROPERTIES LLC, CASHMERE MOUNTAIN COMPANY INC (herein referred to as WILD MOUNTAIN) premises and facilities, including the Waterpark, Waterslides, Lazy River, Dry Rides, Alpine Slide, Go-Karts, and FreeFall XP (the “Activities”), and in consideration for purchasing a day pass and/or lift ticket, and the concomitant privileges to participate in the Activities, the individual(s) named below (referred to as “I” or “me”) agree to all of the terms and conditions set forth in this Agreement.

1) EXPRESS ASSUMPTION OF RISK: I UNDERSTAND AND ACCEPT THAT THE ACTIVITIES ARE DANGEROUS and involve certain risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks associated with the Activities include, but are not limited to: drowning or near drowning; slips, trips or falls, including on uneven, wet, or slippery surfaces; insect bites and stings; ingestion of waterborne bacteria, viruses, or other contaminants; contact with chemical water treatments; stepping or landing on submerged objects; ejection or falls from slides, rides, or platforms; collisions with other persons; collisions and encounters with natural and man-made objects (including, without limitation, trees, rocks, stumps, holes, forest growth, debris, walls, fences, posts, poles, railings, padded and non-padded barriers, signs, buildings, and paved, wooden, gravel and dirt roads and walkways); collisions with alpine sleds or go-karts; lightning, heavy winds, excessive heat, and other hazardous weather conditions; falling tree limbs; debris on track(s); changes and variation in weather, surface, ground, track, and lighting conditions; errors in loading, riding, or unloading the slides, rides, or lifts; loss of control; excessive speed; rollovers of alpine sleds or go-karts; ejection of the alpine sled from the sled track; missing or landing awkwardly on the FreeFall XP landing pad; and possible equipment failure and/or malfunction, including my own or rented or borrowed equipment. **I ACKNOWLEDGE AND ACCEPT** that WILD MOUNTAIN has no duty to protect me from the above risks or any other risks inherent to the Activities. **I UNDERSTAND AND ACCEPT** that such risks may cause **SERIOUS INJURY** including **PERMANENT DISABILITY, OR DEATH**, and **EXPRESSLY AND VOLUNTARILY ASSUME** all such risks, accepting for myself **FULL RESPONSIBILITY** for any loss or damage I may sustain thereby.

2) RELEASE OF LIABILITY: I AGREE TO WAIVE AND RELEASE ANY AND ALL CLAIMS against WILD MOUNTAIN, including its owners, officers, directors, managers, employees, agents, volunteers, successors, and assigns (collectively, “WILD MOUNTAIN”), for any personal injury, disability, death, or property damage I may sustain in relation to my access to WILD MOUNTAIN’s premises and facilities or my participation in the Activities, resulting or arising from **ANY NEGLIGENT ACT OR OMISSION** of WILD MOUNTAIN. I promise not to make or bring any such claim against WILD MOUNTAIN and **FOREVER RELEASE AND DISCHARGE** WILD MOUNTAIN from liability under any such claims.

3) INDEMNIFICATION: I AGREE TO DEFEND, INDEMNIFY, AND HOLD WILD MOUNTAIN HARMLESS against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorney fees), incurred by or awarded against WILD MOUNTAIN, arising out or resulting from any claim brought by or on behalf of myself as well as any third-party claim related to my access to WILD MOUNTAIN premises and facilities or my participation in the Activities, including any claim related to my or WILD MOUNTAIN’s negligence.

4) MISCELLANEOUS PROVISIONS: If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable, all other parts will be given full force and affect. All matters arising out of or relating to this Agreement or my participation in the Activities will be governed by the laws of the State of Minnesota, and exclusive jurisdiction thereof will be in the district court residing in and for Chisago County, Minnesota.

[SIGNATURE PAGE FOLLOWS]



PARTICIPANT ACKNOWLEDGMENT AND SIGNATURE

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND VOLUNTARILY SIGN WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

1 st Participant Name (Print):	Signature:	Date:	Age:
_____	_____	_____	_____
2 nd Participant Name (Print):	Signature:	Date:	Age:
_____	_____	_____	_____
3 rd Participant Name (Print):	Signature:	Date:	Age:
_____	_____	_____	_____
4 th Participant Name (Print):	Signature:	Date:	Age:
_____	_____	_____	_____
5 th Participant Name (Print):	Signature:	Date:	Age:
_____	_____	_____	_____
6 th Participant Name (Print):	Signature:	Date:	Age:
_____	_____	_____	_____

PARENT OR LEGAL GUARDIAN ACKNOWLEDGMENT AND SIGNATURE

I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR(S) NAMED ABOVE. I DESIRE FOR MY CHILD(REN) OR WARD(S) TO PARTICIPATE IN THE ACTIVITIES AND BELIEVE IT IS IN HIS/HER/THEIR BEST INTEREST TO DO SO. I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. BY SIGNING BELOW, I GIVE MY CHILD(REN) OR WARD(S) PERMISSION TO PARTICIPATE IN THE ACTIVITIES WITH THE UNDERSTANDING AND INTENTION THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE BINDING ON MY CHILD(REN) OR WARD(S).

Parent or Legal Guardian Name (Print):	Signature:	Date:	Relationship to Minor(s):
_____	_____	_____	_____