

No School Day



Friday, February 22, 2019

Come join us for a fun day at Sunburst Winter Sports Park in Kewaskum, WI. This trip is available for boys and girls in grades 3-9. Each participant should wear warm clothes and boots.

Depart from the Cedarburg Community Gym, W63 N641 Washington Ave., at 9:00 a.m. and return at approximately 1:00 p.m. The cost of the trip is \$40.00 per person, which includes tubing admission, school bus transportation, and lunch (your choice of a slice of pizza, hot dog, chips and soda). Your child may bring additional spending money (optional).

Registration deadline is Friday, February 15

Please fill in the permission slip below, sign one of the release forms and return with payment to the Cedarburg Parks and Recreation Department office at W63 N645 Washington Ave. Cedarburg, WI. 53024. Please make checks payable to Cedarburg Parks and Recreation, with the exception of payment for the "No Release" form. This form requires a separate \$5.00 check made payable to Sunburst.

- > **WORLD'S LARGEST TUBING PARK!**
- > Newly expanded with 42 Lanes, a quarter-mile in length!
- > 2 hours of tubing with 1/2 hour lunch
- > 2 Magic Carpets
- > Tubing Café - Snacks & Hot Chocolate
- > Geyser Games Arcade



No School Day Trip Permission Slip

My child _____ has my permission to participate in the field trip to **Sunburst Winter Sports Park** in Kewaskum on **Friday, February 22, 2019**.

Address: _____ Grade _____

Email address _____

In case of an emergency, _____, can be reached at _____. In the event that I cannot be reached, I grant permission to administer any needed first aid and/or medical treatment from a doctor or emergency personnel.

My child's physician is _____ Telephone _____

Parent Signature _____ Date ____/____/____

**SUNBURST SNOW-TUBING DAILY TICKET RELEASE OF LIABILITY
FOR THE 2018-2019 SNOW-TUBING SEASON**

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

I accept and understand the sport of snow-tubing involves certain inherent and other risks, dangers, and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in this sport. Risks include, but are not limited to, risk of injury or death from changes in terrain and snow surface, ice, bumps, jumps, bare spots, debris, fences, posts, trees, lift equipment and towers, light poles, signs, buildings, and walkways, ramps, padded and non-padded barriers, obstacles, snowmaking, grooming equipment, and collisions with other snow-tubes or snow-tubers or lift attendants and/or other objects and hazards, both natural and man-made, including collisions with people and obstacles adjacent to and off the snow-tubing lanes, such as light poles, posts, snowmaking towers, risers and guns, and other snowmaking equipment, rocks and trees. **I FREELY ACCEPT AND ASSUME ALL RISKS OF INJURY ASSOCIATED WITH THIS SPORT.**

In consideration of the purchase of a snow-tubing daily ticket during the 2018-2019 snow-tubing season for Sunburst and use of its facilities, I **HEREBY RELEASE AND FULLY DISCHARGE** Friedl Ski Ventures, LLC d/b/a Sunburst, and eco Land Holdings, LLC, their owners, officers, shareholders, directors, agents and employees (collectively the "SUNBURST RELEASEES") from any liability resulting from any personal injury to myself, including death, or damage to my property which is caused by the **NEGLIGENT ACT OR OMISSION** of any SUNBURST RELEASEE with respect to:

- controlling of snow-tube and snow-tuber traffic in the lanes and run-out area;
- selection, installation, adjustment, inspection, maintenance, or repair of the snow-tubing equipment;
- the decision by Sunburst to not have employees who are responsible for the decision as to when a tuber should start down the tubing lane and having the individual tubers make that starting decision for himself or herself, and the fact tubers may not be able to see all other tubers at all times;
- instructions given or not given to snow-tubers concerning the equipment or its use or when tubers should begin starting down the tubing lane or how or when to exit the tubing lane upon completion of a run;
- operations of the snow-tubing area, including but not limited to the design, location, construction, inspection, maintenance, and changing conditions of the snow-tube lanes and run-out area;
- snowmaking and grooming operations;
- lift loading, riding, and unloading operations;
- padding or non-padding of natural and man-made obstacles, barriers and hazards on, adjacent to, or off the snow-tubing lanes;
- posting or failure to post warnings and signs;
- providing or failing to provide fences or other barriers, including the selection of the fencing/barrier materials;
- classification and labeling of snow-tube runs;
- maintaining or modifying variations in the surface, steepness, and pitch of snow-tube lanes and slopes;
- conditions adjacent to and beyond the snow-tube run-out area, including the presence of light poles, posts, the conveyor tow, and snowmaking towers, risers and guns, and other snowmaking equipment, fences, rocks and trees; and
- the length of the snow-tubing lanes, including the run-out length.

I accept full responsibility for any and all injuries which may result from the use of the snow-tubing equipment or the participation in this sport, and I agree to **HOLD HARMLESS** the SUNBURST RELEASEES for any injury sustained by me, including death, caused by the negligence of any SUNBURST RELEASEE while using the snow-tubing equipment and participating in this sport. I agree not to bring any action or lawsuit against any SUNBURST RELEASEE for any injury caused by the negligence of any SUNBURST RELEASEE.

I understand that for a fee of \$5.00 in addition to the normal daily ticket price, Sunburst offers an optional Snow-Tubing Daily 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 Sunburst and hereby waive my right to purchase the same.

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

In the event I am signing as a parent or guardian of a minor, I represent I have full authority to do so, realizing this Release of Liability is binding upon the minor as well as myself.

I HAVE CAREFULLY READ THIS SNOW-TUBING DAILY TICKET RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS FOR MYSELF AND/OR MY CHILD, INCLUDING THE RIGHT TO SUE FRIEDL SKI VENTURES, LLC D/B/A SUNBURST, OR ECO LAND HOLDINGS, LLC, THEIR OWNERS, OFFICERS, SHAREHOLDERS, AGENTS OR EMPLOYEES FOR NEGLIGENT ACTS OR OMISSIONS.

CAUTION: READ BEFORE SIGNING!
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!

Daily Ticket Holder's Name (Print): _____ Daily Ticket Holder's Signature: _____ Date: _____

Address: _____ City: _____ State: ____ Zip: _____ Age: _____ Date of Birth: _____

Phone #: _____ E-mail: _____

Parent's or Legal Guardian's Signature*: _____ Date: _____

*Parent or Guardian signature must accompany minor signature.

(1018)

**SUNBURST SNOW-TUBING DAILY TICKET AGREEMENT (NO RELEASE)
FOR THE 2018-2019 SNOW-TUBING SEASON**

The sport of snow-tubing involves certain inherent and other risks, dangers, and hazards that may cause serious personal injury or death and injuries are a common and ordinary occurrence in this sport. Risks include, but are not limited to, risk of injury or death from changes in terrain and snow surface, ice, bumps, jumps, bare spots, debris, fences, posts, trees, lift equipment and towers, light poles, signs, buildings, and walkways, ramps, padded and non-padded barriers, obstacles, snowmaking, grooming equipment, and collisions with other snow-tubes or snow-tubers or lift attendants and/or other objects and hazards, both natural and man-made, including collisions with people and obstacles adjacent to and off the snow-tubing lanes, such as light poles, posts, snowmaking towers, risers and guns, and other snowmaking equipment, rocks and trees.

Sunburst does not have employees who are responsible for the decision as to when the tubers should start down the tubing run. Individual tubers make the starting decisions by themselves.

In the event I am signing as a parent of a minor, I represent I have full authority to do so, realizing this Agreement is binding upon the minor as well as myself. I agree to pay the fee of \$5.00 in addition to the Snow-Tubing Daily Lift ticket fee to sign this No Release.

I HAVE CAREFULLY READ THIS SNOW-TUBING DAILY TICKET AGREEMENT AND UNDERSTAND ITS CONTENTS.

Daily Ticket Holder's Name (Print): _____ Daily Ticket Holder's Signature: _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____ Age: _____ Date of Birth: _____

Phone #: _____ E-mail: _____

Parent's or Legal Guardian's Signature*: _____ Date: _____

*Parent or Guardian signature must accompany minor signature.

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