

GREEN ACRES, INC. - RELEASE OF LIABILITY

Liability Release. I hereby agree that in consideration of Green Acres, Inc. allowing my participation in these activities and use of its facilities, under the terms set forth herein, I, the participant, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, if any, do agree to hold harmless, release and discharge Green Acres, Inc., its owners, agents, employees, officers, directors, representative, assigns, members, owners of premises and trails, affiliated organizations, insurers, and others acting on its behalf (hereinafter collectively referred to as "ASSOCIATES"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Green Acres, Inc.'s and/or its ASSOCIATES' ordinary negligence; and I do further agree that, except in the event of Green Acres, Inc.'s and/or its ASSOCIATES' gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Green Acres, Inc. and/or its ASSOCIATES as stated above in this clause, for any economic and/or non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor child and/or legal ward in relation to the premises and/or operations of Green Acres, Inc. to include any or all activities, including, without limitation, riding, handling or otherwise being near a snow tube or tow rope owned by or in the care, custody and control of Green Acres, Inc., whether on or off the premises of Green Acres, Inc. I understand that Nordic skiing and Nordic ski racing ("Activities") alone or in combination with other activities involves many RISKS, DANGERS, and HAZARDS. These risks, dangers and hazards include, but are not limited to, falling, colliding with people or natural or man-made structures, damage to property, and equipment failure or tow rope owned by or in the care, custody and control of Green Acres, Inc., whether on or off the premises of Green Acres, Inc.

I further agree that my use of the Green Acres, Inc. premises may be revoked without refund at any time by Green Acres, Inc., its owners, agents, employees, officers, directors, or representatives for misconduct or nuisance that I may cause.

This Agreement shall be governed by the laws of the State of Minnesota. If any of its provisions are held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate any of the other provisions of this Agreement, it being intended that the provisions of this Agreement are severable. I understand that DAMAGE TO PERSONAL PROPERTY and INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities. I also know that the risk of SEVERE INJURY and even DEATH exists when I participate in the Activities.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

Signature

Printed Name

Date

SIGNATURE OF PARENT OR GUARDIAN REQUIRED BELOW FOR MINOR

As the parent or guardian of the minor named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the Minor, and any other parent or guardian of the Minor, intending that they be binding on me, the Minor, and our respective heirs, executors, administrators and assigns. I intend to give up my right, the Minor's right, and the right of any other parent or guardian to maintain any claim or suit against Green Acres, Inc., arising out of the Minor's participation in any Activities involving Green Acres, Inc., in any way. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE AGREEMENTS, REPRESENTATIONS, WAIVERS AND RELEASES, AND I AGREE TO DEFEND AND INDEMNIFY Green Acres, Inc., from and against any and all liability arising out of any lack of authority on my part to legally bind the Minor, or any unenforceability for any reason of the above agreements, representations, waivers and releases made by or on behalf of the Minor.

Signature of Minor Parent or Guardian

Name of Minor Parent or Guardian (Please Print)

Date

Emergency Contact Name: _____ Telephone: (_____) _____

This agreement is valid for a current season for Nordic skiing. This agreement is required each time for Snow Tubing.