



Giants Ridge

2018 Bicycle Equipment Rental Agreement, Release of Liability, and Indemnification

Please read carefully, this is a Release of Liability, Indemnification, & Waiver of Legal Rights

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Rental Equipment and Release of Liability – Read carefully before signing.

1. DAMAGE RESPONSIBILITY: If equipment is being rented, undersigned accepts responsibility for any and all damage to equipment, beyond normal wear and tear, and agrees to pay all costs of necessary repairs including but not limited to parts, and labor at prevailing shop rates. Evaluation of such damage and repairs needed are at the sole discretion of a shop technician who will inspect the equipment within 48 hours from the time it is returned. Undersigned understands and agrees that any adjustment that Participant may make on the equipment is subject to readjustment by the shop technician at Undersigned’s sole expense. Undersigned agree that Participant will return the equipment to rental shop at the agreed upon time and that Undersigned will be responsible for additional charges if Participant returns equipment late. Damage Waiver does not cover loss or theft of bike; Damage Waiver does not cover damage due to bike set-up made by renter without provider’s consent; Damage Waiver does not cover intentional abuse or damage.

2. I understand and accept that bicycling, including the use of Rental Equipment, in its various forms is a HAZARDOUS SPORT that has many dangers and risks. I realize that injuries are a common and ordinary occurrence of this sport and that severe injury, including death, is an inherent risk of bicycling. I expressly assume all risk associated with bicycling including without limitation, the risks and inherent dangers associated with bicycling. These risks include, but are not limited to, risks of mechanical failure; equipment failure; inability to control the speed or direction of the bicycle; collisions with, among other things, people, animals, inanimate objects, natural object, other bicyclists, and automobiles utility or all-terrain vehicles, collisions with other persons, and other natural and man-made hazards and negligence of the Released Parties; changes in terrain, weather, trail surfaces, roadways and walkways, changes in lighting conditions, exposure to sun, rain, hail, snow and lighting; the possible occurrence of skin irritations and illness due to plants and wildlife encounters. I understand the importance of bicycle safety equipment, including helmets, and have had the opportunity to purchase or rent the same.

3. In consideration of being allowed to use the facilities and premises at Giants Ridge, and specifically in exchange for the opportunity to use Giants Ridge rental equipment, I agree to release the Department of Iron Range Resources and Rehabilitation state agency, Guest Services Management, LLC (and its employees and affiliates) and the Giants Ridge Recreation Area (collectively “Giants Ridge”) and its agents, employees, directors, officers and shareholders from any and all liability for personal injury, death or property damage which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or my participation in bicycling or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.

4. I acknowledge and I agree not to transfer any part of this bicycle or helmet equipment to any other user. In the event I do transfer any part of the equipment in violation of this agreement I agree to indemnify Giants Ridge against any claim, demand, losses or damages arising out of the injury or property damage through use of this equipment.

5. To the extent I am signing on behalf of a minor, I hereby release Giants Ridge from any and all liability for personal injury, death or property damage sustained by said minor which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or the minor’s participation in skiing, snowboarding or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.

6. I further agree to defend, indemnify and hold harmless Giants Ridge from any and all claims, demands, losses, damages and liabilities with respect to personal injury, death or property damage arising from my or a minor on whose behalf I signed, participation in bicycling or other activities at Giants Ridge. I promise not to sue Giants Ridge and further agree that if anyone is physically injured or property is damaged while I am engaged in any activity at Giants Ridge I will have no right to make a claim or file a lawsuit against Giants Ridge. I agree to defend and indemnify Giants Ridge for any and all claims, including subrogation and/or derivative claims brought by any third party or insurer, which I may cause.

7. In accordance with Minnesota law, nothing in this Release of Liability should be construed as releasing, discharging or waiving any claims I may have for conduct that constitutes greater than ordinary negligence on the part of Giants Ridge.

8. I agree to return all rental equipment the same date as rented in clean condition to avoid any additional charges, and I will be responsible for the replacement at full retail price of new equipment to Giants Ridge for any loss of damage other than reasonable wear resulting from use.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND INDEMNIFICATION AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Participant’s Signature

Participant’s Printed Name

Date

Parent/Guardian: If the participant is a minor, I verify that I have the authority to enter into this agreement on behalf of the minor and I agree to be bound by all terms and conditions of this agreement.

Parent/Guardian’s Signature

Parent/Guardian’s Printed Name

Date



## BIKE RENTAL

Shop Use

Time Out	Time In
2 Hours	4 Hours
8 Hours	24 Hours

## DAMAGE WAIVER AGREEMENT

Bike Type:	
Bike Number:	
Helmet Number:	
Accessories:	

Undersigned accepts responsibility for loss or damage of equipment

Undersigned has purchased Damage Waiver

Damage Waiver does not cover loss or theft of bike;  
 Damage Waiver does not cover damage due to bike set-up made by renter without Giants Ridge consent;  
 Damage Waiver does not cover intentional abuse or damage.

Accepted  
by:

\_\_\_\_\_

Print Name

Who is the Adult Participant or the parent or legal guardian of the Minor Participant

Signature:

\_\_\_\_\_