



Giants Ridge
2020 Mountain Sports Participant Agreement, Release of Liability, and Indemnification

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

1. **I understand and accept that mountain sports activities** including, but not limited, to disc golfing, hiking, climbing, trail running, biking, scenic chair lift rides and related activities **are hazardous and have many dangers and risks.** I realize that that injuries are a common and ordinary occurrence of these activities and that severe injury, including death, is an inherent risk of mountain sports activities. **I expressly assume all risk associated with mountain sports activities including** without limitation, the risks and inherent dangers associated with mountain sports activities including but not limited to riding or walking and running on the mountain and surrounding areas, and riding aerial lifts. These risks include, but are not limited to, changes in terrain, partially improved and unimproved trails and roads, naturally rugged terrain, cliffs, rocks of various sizes, rock drops, holes and potholes, depressions, streams and creeks, trees, forest growth, downed timber, roots, loose gravel and dirt, wet or slippery surfaces, debris, changes in weather and trail surfaces, changes in lighting conditions, fences, posts, lift equipment and towers, light poles, signs, buildings, ramps, padded and non-padded barriers, jumps, rails, boxes, and other terrain features, trail equipment, utility or all-terrain vehicles, collisions with other persons, and other natural and man-made hazards, possible equipment failure and/or malfunction of my own or rented or borrowed equipment. Riding a chair lift has additional risks including but not limited to embarking, riding and disembarking from a moving chairlift, falling, being thrown from the chair lift, improper use of equipment, slipping, tripping or being hit by the chairlift. _____ INITIAL
2. In consideration of receiving permission to take part in mountain sports activities, **I agree to release the Department of Iron Range Resources and Rehabilitation state agency, Guest Services Management, LLC, Guest Services, Inc.** (and its employees and affiliates), and the Giants Ridge Recreation Area (collectively "Giants Ridge"), and its agents, employees and officers 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 the Event 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. This release applies to all claims resulting from anything that happens after the execution of this agreement. _____ INITIAL
3. **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 the Event 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. _____ INITIAL of participant or Parent / Guardian
4. I further agree to defend, indemnify and hold harmless Giants Ridge from any and all claims, demands, losses, damages and liabilities, contribution or otherwise with respect to personal injury, death or property damage arising from my or a minor's on whose behalf I signed, participation in mountain sports activities 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 mountain sports activities 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. _____ INITIAL
5. 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, or its agents, employees and officers.
6. This Release of Liability is governed by the Laws of the State of Minnesota and is intended to be interpreted as broadly as possible. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

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

*****If the person executing this release is a minor, the following section must be completed*****

MINOR

PARTICIPANT TO BE COMPLETED IF PARTICIPANT IS A MINOR

ACKNOWLEDGMENTS AND AGREEMENTS OF MINOR PARTICIPANT

You acknowledge that you have read the entirety of this Agreement, **including page one (Initial Here)** of this Agreement. Moreover, you acknowledge that you have shown both pages of this Agreement to your parent or legal guardian and asked him/her to read both pages carefully.

By signing your name, you are confirming that you understand the waiver and release, indemnification, as well as the assumption-of-the-risk language, on page one of this Agreement and you acknowledge and agree that the waiver and release, as well as the assumption-of-the-risk language, apply to you. By signing your name below, you are also confirming that, if you have any questions about the meaning of any language on page one or page two of this Agreement, you have asked for and received clarification of that meaning from your parent or legal guardian.

MINOR PARTICIPANT (to be filled out if you, the participant, are a minor):

_____	_____	_____
Print Name	Signature	Age
_____	_____	_____
Print Name	Signature	Age
_____	_____	_____
Print Name	Signature	Age
_____	_____	_____
Print Name	Signature	Age

ACKNOWLEDGMENTS AND AGREEMENTS OF MINOR PARTICIPANT’S PARENT/LEGAL GUARDIAN/CHAPERONE

The undersigned acknowledges that he/she is the parent/legal guardian or chaperone of the minor participant. The undersigned also acknowledges that he/she has reviewed both pages of this Agreement with the minor participant and explained the entire Agreement to the minor participant.

Parent or Legal Guardian: The undersigned understands the entirety of this Agreement and permits the minor to participate with the intent that all terms and conditions of this Agreement will be binding on the minor participant and the undersigned, and/or any claim or lawsuit arising out of the participation by the minor for whom you are the parent/legal guardian. **You agree to defend and indemnify Giants Ridge from any claim or lawsuit brought by or on behalf of the minor for whom you are the parent/legal guardian.** Furthermore, the undersigned agrees that he/she will release, indemnify, and hold harmless Giants Ridge in a manner consistent with the terms and conditions set forth in this Agreement.

Chaperone: The undersigned agrees and acknowledges that he/she has discussed all of the terms of this Agreement with the minor participant’s parent/legal guardian and has received express authority from the parent/legal guardian to (a) review and explain both pages of this Agreement with the minor participant; (b) sign this Agreement on behalf of the parent/legal guardian; (c) and bind the parent/legal guardian to defend and indemnify Giants Ridge from any claim or lawsuit brought by or on behalf of the minor and/or any claim or lawsuit arising out of the minor’s participation. The undersigned also agrees that the minor participant’s parent/legal guardian has expressly agreed to release, indemnify and hold harmless Giants Ridge in a manner consistent with the terms and conditions set forth in this Agreement.

The Chaperone further agrees that if a claim or lawsuit is brought by or on behalf of the minor and/or arising out of the minor’s participation and the parent/legal guardian denies that he/she gave you the express authority and agreements identified in the previous paragraph, you agree to defend and indemnify Giants Ridge in the claim and/or lawsuit and to reimburse Giants Ridge for its legal costs and fees in responding to or defending against such claim and/or lawsuit.

MINOR PARTICIPANT’S PARENT/LEGAL GUARDIAN/CHAPERONE:

_____	_____	
Print First Name	Print Last Name	
_____	_____	_____
Signature	Age	Date