



2020-2021 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: _____ Phone: _____

Age _____ Height _____ Weight _____ Shoe size _____

Type of Skier/Snowboarder (check one) I Cautious II Moderate III Aggressive

SHOP USE ONLY

Date Out	Date In	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Skis	Board	X-C	SS	Helmet	Folio #			
					Din Setting Number #	Tech	Tech	GSA
	Ski/Board#	Tech(s)		Boot #	Tech(s)	Right		
						Left		

1. I understand and accept that alpine skiing, snowboarding, snowshoeing and cross country skiing in its various forms are HAZARDOUS SPORTS that has many dangers and risks. I realize that injuries are a common and ordinary occurrence of these sports and that severe injury, including death, is an inherent risk of skiing/snowboarding, snowshoeing and cross-country skiing. I expressly assume all risk associated with skiing and/or snowboarding, cross-country skiing and snowshoeing including without limitation, the risks and inherent dangers associated with riding the lifts. These risks include, but are not limited to, changes in terrain, weather and snow surfaces, changes in lighting conditions, ice, moguls, snowmaking mounds, bare spots, debris, fences, posts, trees, lift equipment and towers, rope tows, light poles, signs, buildings, roads and walkways, ramps, half-pipes, padded and non-padded barriers, jumps, rails, boxes, and other terrain features, grooming equipment, snowmobiles, utility or all-terrain vehicles, collisions with other persons, and other natural and man-made hazards, slips and fall on ice and snow, 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. I agree to follow, and be bound by, Your Responsibility Code promulgated by the National Ski Areas Association and posted at this ski area.

2. 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, Guest Services Inc. (and its employees and affiliates), the manufacturer and distributors of the rental equipment 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 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. _____ INITIAL

- **ALPINE SKIING:** I understand that the ski boot/binding system will not release at all times or under all circumstances, that it is not possible to predict every situation in which the system will release and the system is no guarantee that the user will not be injured.
- **SNOWBOARDING, CROSS COUNTRY & SNOWSHOES:** I understand that the snowshoe, snowboard, or cross country boot/binding system is not designed or intended to release and will not release under normal circumstances. I understand that the binding system is a non-release system, it will not reduce the risk of injury during a fall.
- **HELMET:** I recognize that **serious injury or death can result from both low and high-speed impacts, even when a helmet is worn.** I understand that no helmet can protect the user against every foreseeable impact to the head. I understand that this helmet does not protect against trauma to any other part of my body, including my neck, face and spine, and that these limitations are unavoidable and inherent risks of any activity in which this helmet will be used.

3. I agree not to transfer any part of this 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.

4. To the extent I am signing on behalf of a minor, I state that I am authorized to sign on behalf of a minor, I hereby release Giants Ridge from any and all liability for **personal injury, death or property damage sustained by the 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. _____ INITIAL

5. 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 skiing, snowboarding or other activities at Giants Ridge. I promise not to sue the 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 the Giants Ridge. I agree to defend and indemnify the 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

6. 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.

7. I agree to return all rental equipment on the date specified 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 _____