



# 2019-2020 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			Mon	Tue	Wed	Thur	Fri	Sat	Sun
Skis	Board	X-C	SS	Other	Folio #				
					Din Setting Number #	Tech	Tech	GSA	
	Ski/Board #	Tech(s)		Boot #	Tech(s)	Right			
						Left			

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

1. I understand and accept that alpine skiing, snowboarding 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 this sport and that **severe injury, including death**, is an inherent risk of skiing/snowboarding, and cross-country skiing. I expressly assume all risk associated with skiing and/or snowboarding and cross-country skiing including without limitation, the risks and inherent dangers associated with skiing/snowboarding and riding the lifts. These risks include, but are not limited to, changes in terrain, weather and snow surfaces, changes in lighting conditions, ice, moguls, 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, 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 (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 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 snowboard boot/binding system is not designed or intended to release and will not release under normal circumstances. I understand that as the snowboard boot/bind system is a non-release system, it will not reduce the risk of injury during a fall.

3. I agree not to transfer any part of this skiing/snowboard 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 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. \_\_\_\_\_ INITIAL of Parent or Guardian

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 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