



# 2019-2020 Helmet Rental Agreement, Release of Liability, and Indemnification

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

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

Helmet Number: \_\_\_\_\_ Date Out: \_\_\_\_\_ Date In: \_\_\_\_\_

A. EQUIPMENT RENTAL AGREEMENT.

I UNDERSTAND THAT IN ORDER TO FUNCTION AT ITS FULL CAPACITY, THIS **HELMET MUST FIT CORRECTLY**, and I agree that the provider has supplied a helmet that properly fits me. I agree that the provider has explained to me that this helmet **will not protect me against unavoidable and inherent risks** in recreational snow sports. When I fasten the chinstrap and shake my head, there is no significant movement of the helmet and at rest it feels comfortably snug. I fully understand all instructions on the correct use and function of the helmet.

In the event of any accident while wearing the helmet or damage otherwise inflicted upon the helmet, I agree to immediately cease use, return it to the rental facility, and provide a written report describing the incident.

I agree to return this helmet to the rental facility by the agreed date in clean condition and understand that I am responsible and will be held accountable for the full retail value of the helmet if I fail to return it. I recognize my responsibility to pay for any repairs if the helmet is damaged beyond normal wear and tear during my rental period.

B. RELEASE OF LIABILITY.

1. I understand that the sport of skiing and snowboarding (“Recreational Snow Sports”) involve **INHERENT RISKS of PERSONAL INJURY and DEATH**. I voluntarily agree to expressly **assume all risks of injury or death** that may result from Recreational Snow Sports, or which are related in any way to the use of this equipment. \_\_\_\_\_ INITIAL

2. I understand that a helmet designed for Recreational Snow Sports use will help reduce the risk of some types of injuries to the user. 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, and that Recreational Snow Sports present unavoidable and inherent risks of injury which surpass the limits of protection offered by this helmet. 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. \_\_\_\_\_ INITIAL

3. In consideration of the rental of this helmet, **I AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS the State, Department of Iron Range Resources and Rehabilitation state agency, Guest Services Management, LLC** and its employees and affiliates), the manager, the Giants Ridge Recreation Area (collectively “Giants Ridge”) and its agents, employees, directors, officers from all liability for injury, death, property loss and damage which results from the equipment user’s participation in the Recreational Snow Sports for which the equipment is provided, or which is related in any way to the use of this equipment, including all liability which results from the **NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY** of Giants Ridge or any other person or cause. \_\_\_\_\_ INITIAL

4. 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.

5. I agree not to transfer the helmet for use by any other person. (In the event the undersigned does transfer the helmet in violation of this agreement, he/she agrees to indemnify Providers against any claim, demand, losses or damages arising out of the injury or property damage through use of the equipment. This agreement shall be binding and may be pled as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the undersigned or any user.)

6. 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 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 of Parent or Guardian.

7. 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 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

**I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY 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.**

Renter’s Signature: \_\_\_\_\_ 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 and to defend, indemnify, and hold harmless Giants Ridge in any claim or suit arising from said minor’s use of the equipment.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_