



2019-2020 Snowsports SCHOOL PROGRAM Participant and 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								
Skis	Board	X-C	SS	Other	Helmet #			
						Din Setting #	Tech	Tech
	Ski/Board #	Tech(s)		Boot #	Tech(s)	Right		
						Left		

A. Equipment Rental Agreement

- I understand and accept that alpine skiing and snowboarding 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 skiing/snowboarding. **I expressly assume all risk associated with skiing, 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.
- 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.
- I have made no misrepresentation to Giants Ridge in regard to my height, weight, age or my ability. I understand that if I have any questions on the use of the rental equipment, I may ask about the proper use of the equipment until I understand the function of the rental equipment.
 - 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.

- **HELMET:** 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.

B. Release of Liability

1. I acknowledge that participation in the Snowsports School Program (the "Program") is HAZARDOUS and involves a great risk of **physical injury or death**. I expressly assume all risk associated with participation in Program 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. _____ INITIAL
2. In consideration of being allowed to use the area facilities and premises at Giants Ridge Recreation Area, and specifically in exchange for the opportunity to participate in the Snowsports School Programs at Giants Ridge, 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 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 Program 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
2. 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 Parent or Guardian
3. 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 the Program 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 this Program 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
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, or its agents, employees and officers.
5. 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