



2021-2022 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

Table with columns for Date Out, Date In, Mon, Tue, Wed, Thu, Fri, Sat, Sun, Skis, Board, X-C, SS, Helmet, Bike, Folio #, Din Setting Number #, Tech, Tech, GSA, Ski/Board #, Tech(s), Boot #, Tech(s), Right, Left.

1. I understand and accept that Alpine Skiing, Nordic Skiing, Cross Country Skiing, Snowboarding, Snowshoeing, Snow Biking and Fat Tire Biking (the "Activities") are hazardous and involve the risk of serious injury, disability, or death. The risks associated with the Activities include, but are not limited to: loss of control; collisions with other persons; collisions with natural and man-made objects (including, without limitation, trees, rocks, stumps, holes, forest growth, downed timber, fences, posts, padded and non-padded barriers, lift equipment and towers, rope tows, light poles, snowmaking equipment, signs, buildings, and paved, wooden, gravel and dirt roads and walkways); collisions with over-snow vehicles (including, without limitation, groomers, snowmobiles, and utility or all-terrain vehicles); marked and unmarked terrain features (including, without limitation, snowmaking mounds, moguls, jumps, ramps, half-pipes, rails, boxes, and other freestyle and terrain park features); changes and variation in terrain, slope, weather, snow, surface, and lighting conditions; ice; bare spots; debris; slips and falls on ice and snow; and possible equipment failure and/or malfunction of my own or rented or borrowed equipment. _____ INITIAL

2. Riding a chairlift has additional risks that may cause serious injury, disability, or death, including, but not limited to: embarking, riding and disembarking from a moving chairlift; slipping, tripping, or being hit by a chairlift; misloading and entanglements with chairlifts; falling or being thrown from chairlifts; and improper use of equipment. I expressly and voluntarily assume all of these and other inherent risks associated with the Activities, accepting for myself (and for any minor on whose behalf I sign) full responsibility for any loss or damage I (and any minor on whose behalf I sign) may sustain thereby, including injury, disability, death, or property damage. _____ INITIAL

3. I agree to follow and be bound by "Your Responsibility Code" promulgated by the National Ski Areas Association and posted at this ski area.

4. 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 and discharge from liability and waive and release any and all claims against Giants Ridge Recreation Area, the Department of Iron Range Resources and Rehabilitation, Guest Services Management, LLC, and Guest Services Inc., as well as their owners, officers, shareholders, agents, employees, and volunteers (collectively "Giants Ridge") for any and all injury, disability, death, or property damage I sustain in connection with my participation in the Activities resulting from or arising out of any negligent act or omission of Giants Ridge. I promise not to make or bring any such claim against Giants Ridge and forever release and discharge Giants Ridge from liability under any such claims. In accordance with Minnesota law, this release does not extend to claims for intentional torts or willful and wanton negligence.

- 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, 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.

5. 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. _____ INITIAL

6. To the extent I am signing on behalf of a minor, I agree to release and discharge from all liability and waive and release any and all claims against Giants Ridge for any and all injury, disability, death, or property damage sustained by the minor in connection with their participation in the Activities resulting from or arising out of any negligent act or omission of Giants Ridge. In accordance with Minnesota law, this release does not extend to claims for intentional torts or willful and wanton negligence. _____ INITIAL

7. I agree to defend, indemnify, and hold harmless Giants Ridge against any and all losses, damages, liabilities, claims, actions, judgments, settlements, contribution, or other costs or expenses of any kind, including reasonable attorneys' fees, resulting from or arising out of any claims, including subrogation and/or derivative claims, of a third-party or insurer in connection with my (and any minor on whose behalf I sign) participation in the Activities, including any claim related to my own negligence (and the negligence of any minor on whose behalf I sign) or the negligence of Giants Ridge. _____ INITIAL

8. I agree that Giants Ridge may take my photograph/video (and the photograph/video of any minor on whose behalf I sign) and use the image(s) in its promotional materials and publicity efforts, including but not limited to billboards, brochures, magazines, website, social media (i.e., Facebook), and any and all other promotional materials related to Giants Ridge. I understand that use of such image(s) will not be reimbursed in the form of any cash, goods, or services.

9. This Release of Liability is governed by the laws of the State of Minnesota, St. Louis County, without regard to conflict of laws provisions, 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.

10. 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. _____ INITIAL

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.

Signature (if 18 or older)

Printed Name (Include Age if a Minor)

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