

NORDIC MOUNTAIN, LLC SNOWBOARD RENTAL AGREEMENT

Name _____ Date _____

Street Address _____

City _____ State _____ Zip _____ Phone _____

Ticket:	
Snowboard, Boots, Helmet	
Helmet Only	
Boots Only	
Board Only	
Lesson	

Height	
Weight	
Age	
Gender (circle)	M F

Have you ever snowboarded before? (circle)	YES	NO
Shoe Size		
Which foot forward? (circle)	LEFT	RIGHT

A. EQUIPMENT RENTAL AGREEMENT

I accept for use in its **AS IS** condition the equipment listed on this form and accept full financial responsibility for its care while it is in my possession. I will be responsible for the replacement, at full retail value, of any equipment rented under this agreement which is not returned. I agree to return all rental equipment on the agreed date, in clean condition, to avoid additional charges.

I have made no misrepresentations to NORDIC MOUNTAIN, LLC, in regard to my height, weight, age or skiing ability. The instructions on the use of my rental equipment were made clear to me and I fully understand the function of my equipment. I agree the equipment will be used for the purpose of skiing at NORDIC MOUNTAIN, LLC, only. I agree there are no warranties, expressed or implied, which have been made to me concerning the equipment.

B. RELEASE OF LIABILITY

I understand there are risks, dangers and hazards associated with the sport of skiing for which this equipment is to be used, including downhill skiing, snowblading and snowboarding, which may result in serious personal injury or death and that injuries are a common and ordinary occurrence. Risks include, but are not limited to, changes in terrain, weather and snow surfaces, ice, moguls, bare spots, debris, fences, posts, trees, lift equipment and towers, light poles, signs, buildings, roads and walkways, ramps, padded and non-padded barriers, jumps and other terrain features both in and out of the terrain park, grooming equipment, collisions with other persons, improperly-adjusted or malfunctioning equipment, and other natural and man-made hazards. I acknowledge that the risks in the sport of skiing can be greatly reduced by taking lessons, abiding by the Skier Responsibility Code (known as Your Responsibility Code), and using common sense.

I understand the ski boot/binding system which I have rented is designed to reduce the risk of certain injuries to the lower leg. It will not release at all times or under all circumstances where a release may prevent injury, nor is it possible to predict every situation in which it will release. I understand the boot/binding system will not reduce the risk of injury to my knees or other parts of my body. I further understand the boot/binding system does not have a backward release capability and will not release or protect any part of my body in the event of a backward fall. I understand that the boot/binding system on snowboards and snowblades WILL NOT RELEASE during use, nor is it designed or intended to release as a result of forces during ordinary operation. I therefore understand the boot/binding system I have rented CANNOT GUARANTEE MY SAFETY.

I understand that no helmet can protect the wearer against all foreseeable impacts to the head, and that skiing and snowboarding can expose the user to forces which exceed the limits of protection offered by the helmet, and that the helmet does not guard against injury to the neck, spine, or other parts of the body.

In consideration of the rental of the equipment to me by NORDIC MOUNTAIN, LLC, I RELEASE AND FULLY DISCHARGE NORDIC MOUNTAIN, LLC, its owners, officers, shareholders, agents and employees (collectively the "NORDIC MOUNTAIN, LLC, RELEASEES") from any liability resulting from any personal injury to myself, including death, or damage to my property which is caused by the BREACH OF ANY EXPRESS OR IMPLIED WARRANTY or the NEGLIGENCE ACT OR OMISSION of any NORDIC MOUNTAIN RELEASEE, including any NEGLIGENCE ACT OR OMISSION in:

- the selection, installation, adjustment, inspection, maintenance, repair or rental of the equipment;
- instructions given or not given to me concerning the equipment or its use;
- the design, layout, location, construction, inspection, maintenance or repair of trails, ski runs, slopes, ramps, jumps and other terrain features both in and out of the terrain park;
- grooming, snow-making, the operation of chair-lifts and surface lifts, and chair-lift and surface-lift loading and unloading operations;
- padding or non-padding of natural and man-made obstacles and hazards;
- posting or failure to post warnings, signs, fences or other cautions or barriers;
- classification and labeling of trails and ski runs; or
- maintaining or modifying variations in the surface, steepness and pitch of trails, ski runs, slopes, ramps, jumps and other terrain features.

I accept full responsibility for any injury or damage which may result from use of the rental equipment, and I hereby **HOLD HARMLESS** the NORDIC MOUNTAIN, LLC RELEASEES for any injury or damage sustained by me, including death, while using the rental equipment. I agree not to bring any action or suit against any NORDIC MOUNTAIN, LLC RELEASEE for any injury or damage.

In accordance with Wisconsin law, nothing in this Release of Liability should be construed as releasing, discharging or waiving any claims I may have for reckless or intentional acts on the part of any NORDIC MOUNTAIN, LLC RELEASEE.

In the event I am signing as a parent or guardian of a minor, I represent I have full authority to do so, realizing this Release of Liability is binding upon the minor as well as myself.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE NORDIC MOUNTAIN, LLC ITS OWNERS, OFFICERS, SHAREHOLDERS, AGENTS OR EMPLOYEES FOR CERTAIN CLAIMS.

CAUTION: READ BEFORE SIGNING!
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!

Renter's Signature: _____ Date: _____

Parent's or Legal Guardian's Signature*: _____ Date: _____

*Parent or Guardian signature must accompany minor signature.

(updated 9/2011)

TOTAL PAID

BOOT ID

SNOWBOARD ID

HELMET ID

TECHNICIAN'S INITIALS