

# SNOW-TUBE RENTAL AGREEMENT AND RELEASE OF LIABILITY

## A. SNOW-TUBE RENTAL AGREEMENT:

Name: *Last:* \_\_\_\_\_ *First:* \_\_\_\_\_ Age: \_\_\_\_\_

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Name: *Last:* \_\_\_\_\_ *First:* \_\_\_\_\_ Age: \_\_\_\_\_

Phone #: \_\_\_\_\_ e-mail: \_\_\_\_\_

I accept for use in its AS IS condition the equipment listed on this form and accept full 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 from Nordic Mountain, LLC under this agreement, which is not returned. I agree to reimburse Nordic Mountain, LLC for any loss or damage of any kind to the rental equipment other than reasonable wear and tear. I agree to return all rental equipment on the agreed date, in clean condition, to avoid additional charges.

I understand I must not slide until the tube lane is clear. I understand I should immediately exit the tube lane upon completion of the run, keeping a careful lookout for oncoming snow-tubes. I agree to heed all signs and follow the directions of the tube hill attendants. All instructions on the use of my rental equipment were made clear to me and I understand the function of my equipment.

I agree that the above equipment will be used for purposes of snow-tubing at Nordic Mountain, LLC only. I agree there are no warranties, expressed or implied, which have been made to me concerning the rental equipment, and I accept the rental equipment in its AS IS condition.

## B. RELEASE OF LIABILITY:

I accept and understand that the sport of snow-tubing involves certain inherent and other risks, dangers, and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in this sport. Risks include, but are not limited to, risk of injury or death from changes in terrain and snow surface, ice, bumps, jumps, bare spots, debris, fences, posts, trees, lift equipment and towers, light poles, signs, buildings, and walkways, ramps, padded and non-padded barriers, obstacles and other terrain features, grooming equipment, snowmobiles, collisions with other snow-tubes or snow-tubers, or lift attendants and/ other objects and hazards both natural and man-made. **I FREELY ACCEPT AND ASSUME ALL RISKS OF INJURY ASSOCIATED WITH THIS SPORT.**

In consideration of the rental of the snow-tubing equipment and the use of the snow-tubing facility, **I hereby RELEASE AND FULLY DISCHARGE Nordic Mountain, LLC, their owners, officers, directors, shareholders, agents, and employees (collectively Nordic Releasees) from any and all liability resulting from any personal injury to myself, including my death, or damage to my property, which is caused in any way by the BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES or the NEGLIGENCE ACTS OR OMISSIONS of any Nordic Releasee with respect to:**

- **controlling of snow-tube and snow-tuber traffic in the lanes and run out.**
- **design, location, construction, inspection, maintenance and/or repair of the conditions on or about the premises;**
- **the operations of the snow-tubing area, including but not limited to the design, location, construction, inspection, maintenance and repair of snow-tube lanes and slopes;**
- **grooming, snow-making, lifts and lift loading and unloading operations;**
- **padding or non-padding of natural and man-made obstacles, barriers, and hazards;**
- **posting or failing to post warnings or signs;**
- **providing or failing to provide fences or other barriers;**
- **classification and labeling of snow-tube runs;**
- **maintaining or modifying variations in the surface, steepness and pitch of snow-tube lanes and slopes; and,**

I accept for myself full responsibility for any and all injuries or damages of any kind which may result from the participation in this sport, and it is my intention to **HOLD HARMLESS** Nordic Releasees for any injury sustained by me, including my death, while participating in this sport. I agree not to bring any action or lawsuit against any Nordic Releasee for any accident, 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 RELEASEE.

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

**I HAVE CAREFULLY READ THIS SNOW-TUBE RENTAL AGREEMENT AND RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS SNOW-TUBE RENTAL AGREEMENT AND RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS OF MYSELF AND/OR MY CHILD, INCLUDING THE RIGHT TO SUE NORDIC MOUNTAIN, ITS OWNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS OR EMPLOYEES.**

**CAUTION: READ BEFORE SIGNING!**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!**

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian\*: \_\_\_\_\_ Date: \_\_\_\_\_

\*Parent or Guardian signature must accompany minor signature.

(updated 9/2007)