

# MT. LA CROSSE EQUIPMENT RENTAL AGREEMENT & RELEASE OF LIABILITY 2014-2015

## 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 Mt. La Crosse in regard to my height, weight, age or skiing, or snowboarding 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 or snowboarding at Mt. La Crosse only. I agree there are no warranties, expressed or implied, which have been made to me concerning the equipment. I HEREBY FURTHER AGREE THAT NO RENTAL EQUIPMENT WILL BE USED ON ANY TERRAIN FEATURES AT MT. LA CROSSE.

Renter=s Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent=s or Legal Guardian=s Signature\* \_\_\_\_\_ Date: \_\_\_\_\_

\*Parent or Guardian signature must accompany minor signature.

## B. RELEASE OF LIABILITY.

I understand there are risks, dangers and hazards associated with the sport of skiing in its various forms, including downhill skiing and snowboarding, for which this equipment is to be used, 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, chaletlift and surface lift equipment and towers, light poles, signs, buildings, roads and walkways, ramps, padded and non-padded barriers, rails, boxes, jumps and other terrain features (including the angle and length of their approaches, take-off ramps and landing areas) both in and out of the terrain park, snowmaking and grooming equipment and operations, snowmobile operations, collisions with other natural and man-made hazards, including collisions with obstacles adjacent to and off the skiable terrain, such as snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, rocks and trees, and improperly-adjusted or malfunctioning equipment. I acknowledge 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), obeying the Wisconsin Skier Safety Act, and using common sense.

In downhill skiing, I understand the boot/briding system 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/briding system will not reduce the risk of injury to my knees or other parts of my body. I further understand the boot/briding 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. In snowboarding, cross-country skiing, ski-boarding, snowshoeing and other sports using equipment with non-release bindings, I understand the boot/briding system will not release during use, nor is it designed or intended to release in falls or accidents or protect against any type of injury. I therefore understand that the boot/briding system CANNOT GUARANTEE MY SAFETY.

I understand no helmet can protect the wearer against all foreseeable impacts to the head and the sport of skiing, including downhill skiing and snowboarding can expose the wearer to forces beyond the protection offered by the helmet. I further understand the helmet does not guard against injury to the neck, spine or other parts of my body. I know serious injury or death can result from both low- and high-energy impacts, even when a helmet is worn. I recognize the helmet must fit firmly and the chin strap must be securely fastened at all times but that even proper fitting, fastening and use of a helmet DOES NOT GUARANTEE MY SAFETY.

In consideration of the rental of the equipment to me by Mt. La Crosse, Inc, I HEREBY RELEASE AND FULLY DISCHARGE Mt. La Crosse, Inc., its owners, officers, shareholders, agents and employees, (collectively the MT. LA CROSSE 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 any NEGLIGENCE ACT OR OMISSION of any MT. LA CROSSE 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, or maintenance of trails, ski runs and slopes, including their grooming and surface conditions;
- the design, layout, location, construction, inspection, or maintenance of terrain features, including rails, boxes, table top and other forms of jumps, including the angle and length of their approaches, take-off ramps and landing areas;
- grooming, snowmaking, snowmobile operations, the operation of chairlifts and surface lifts, and chaletlift and surface lift loading, riding and unloading operations;
- the padding or non-padding of natural and man-made obstacles, barriers and hazards on, adjacent to, or off the skiable terrain;
- the posting or failure to post warnings and signs, and the construction of or failure to construct fences and other barriers, including the selection of the fencing/barrier materials;
- the classification and labeling of trails and ski runs; or
- the presence of snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, light poles, rocks, and trees adjacent to the ski runs.

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

I understand that, for a fee of \$25.00 in addition to the normal rental price, Mt. La Crosse offers an optional rental agreement that does not require me to sign a release of liability. In signing this Release of Liability, I acknowledge I am aware of this option offered by Mt. La Crosse and hereby waive my right to purchase the same.

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 MT. LA CROSSE 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 FOR MYSELF AND/OR MY CHILD, INCLUDING THE RIGHT TO SUE MT. LA CROSSE, INC., 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.