

MT. LA CROSSE CUSTOMER HELMET RENTAL RELEASE OF LIABILITY 2020-2021

**CAUTION: READ BEFORE SIGNING!
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.**

A. EQUIPMENT RENTAL AGREEMENT.

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 (SKIING AND SNOWBOARDING). 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.

I agree to return this helmet to the rental facility by the agreed date in clean condition and understand that I am responsible and will be held accountable for the full retail value of the helmet if I fail to return it. I recognize my responsibility to pay for any repairs if the helmet is damaged beyond normal wear and tear during my rental period.

Renter's Signature: _____

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

*Parent or Guardian signature must accompany minor signature.

B. RELEASE OF LIABILITY.

I understand the sports of skiing and snowboarding, ("Recreational Snow Sports") involve inherent risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of personal injury that may result from participating in Recreational Snow Sports, which are related in any way to the use of this equipment.

I understand that a helmet designed for Recreational Snow Sports use will help reduce the risk of some types of injuries to the user. I recognize that serious injury or death can result from both low- and high-energy impacts, even when a helmet is worn. I understand that no helmet can protect the user against every foreseeable impact to the head, and that Recreational Snow Sports present unavoidable and inherent risks of injury which surpass the limits of protection offered by this helmet. I understand 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.

In consideration of the rental of said helmet, **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, which is caused by any NEGLIGENT ACT OR OMISSION of any MT. LA CROSSE RELEASEE, with respect to:**

- 1) The fitting and sizing of said helmet;
- 2) Instruction given or not given to me relative to the fitting and wearing of the helmet;
- 3) The design construction and manufacture of the helmet;
- 4) The materials utilized in the manufacture and design of the helmet; and
- 5) The condition of the helmet.

I understand that for a fee of **\$10.00** per helmet per day, in addition to the normal helmet rental price, Mt. La Crosse offers an optional helmet 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 should be construed as releasing, discharging, or waiving any claims I might have for reckless or intentional acts on the part of Mt. La Crosse Inc., or any Provider.

I agree not to transfer the helmet for use by any other person.

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 READ THIS HELMET RELEASE OF LIABILITY AND FULLY UNDERSTAND AND AGREE TO ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE, 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, INSTRUCTORS, AGENTS OR EMPLOYEES FOR ANY OF THE ABOVE DESCRIBED NEGLIGENT ACTS OR OMISSIONS OF ANY MT. LA CROSSE RELEASEE.

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.