

# SNOW SPORTS ACADEMY

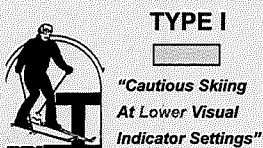
## SKI RENTAL FORM AND LIABILITY RELEASE

### - PRIVATE LESSON -

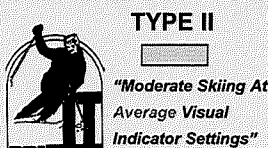
PLEASE PRINT CLEARLY

GROUP		PHONE #	
NAME			
ADDRESS			
CITY, STATE, ZIP CODE			
SHOE SIZE	9 OR YOUNGER 50 OR OLDER	Y / N Y / N	DATE OF BIRTH
WEIGHT	HEIGHT FT. IN.	IS THIS YOUR FIRST TIME SKIING? YES / NO	

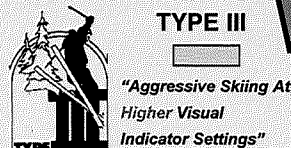
### CHOOSE ONLY ONE OF THE FOLLOWING



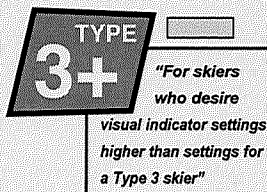
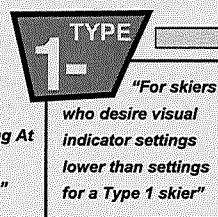
- TYPE I SKIERS**
- Prefer slow to moderate speeds.
  - Prefer gentle to moderate terrain.
  - Receive lower than average visual indicator settings. This may increase the risk of inadvertent binding release in order to increase the likelihood of release in a fall.
  - Type I settings apply to "entry-level skiers uncertain of their classification".



- TYPE II SKIERS**
- Prefer a variety of speeds.
  - Prefer varied terrain.
  - Type 2 skiers are skiers who do not meet all the descriptions of Type 1 or Type 3 skier types.



- TYPE III SKIERS**
- Prefer fast speeds.
  - Prefer steep terrain.
  - Receive higher than average visual indicator settings. This may reduce the likelihood of release in a fall in order to decrease the risk of inadvertent binding release.



### EQUIPMENT RENTAL AND RELEASE OF LIABILITY AGREEMENT

- I have made no misrepresentation in regard to my height, weight, age or skier type (This information is required in order to properly adjust the ski boot-binding settings.)
- I will verify that the visual indicator on the bindings corresponds to the settings shown on this form before using the rental equipment.
- I understand that the ski technicians are able to answer any questions I may have as to the proper use of the rental equipment

### PLEASE READ CAREFULLY,

### THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS

- As a condition of being allowed to rent equipment and/or being allowed to use the area facilities and premises at Three Rivers Park District, I AGREE TO RELEASE Three Rivers Park District, and its agents, employees, directors, officers and shareholders (hereinafter collectively referred to as "the Park District"), from any and all liability for personal injury, death, or property damage which results in any way from my participation in the sports of skiing, snowboarding, skiboarding, snowshoeing, and other sports (collectively "RECREATIONAL SNOW SPORTS") for which the equipment is provided, or which is related in any way to the use of the equipment provided, negligence of the Park District, conditions of the premises, or the operations, actions or omissions of employees or agents of the Park District. This Release applies to all claims resulting from anything that happens after the execution of this agreement.
- As a further condition of being allowed to rent equipment and/or being allowed to use the area facilities and premises at the Park District, I also agree to release and give up any and all claims and rights that I may now have against the Park District. This releases all claims, including those of which I am not aware and those not mentioned in this release. This release applies to all claims resulting from anything which has happened up to now.
- To the extent I am signing on behalf of a minor, I hereby release the Park District from any and all liability for personal injury, death, or property damage sustained by said minor which results in any way from the use of the equipment provided, negligence of the Park District, conditions of the premises and facilities, the operations, actions or omissions of employees or agents of the Park District, or the minor's participation in RECREATIONAL SNOW SPORTS, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.
- I further agree to defend, indemnify and hold harmless the Park District from any and all claims, demands, losses, damages and liabilities, contribution or otherwise with respect to personal injury, death or property damage which results in any way from my, or a minor's on whose behalf I signed, participation in RECREATIONAL SNOW SPORTS or use of the equipment provided. I promise not to sue the Park District and further agree that if anyone is physically injured or property is damaged while I am engaged in any activity at the Park District facility I will have no right to make a claim or file a lawsuit against the Park District. I agree to defend and indemnify the Park District for any and all claims, including subrogation and/or derivative claims brought by any third party or insurer, which I may cause.
- I accept for use AS IS the equipment listed on this form, and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the rental facility. I agree to return all rental equipment by the agreed date.
- I understand that the binding system cannot guarantee the user's safety. In downhill skiing, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding, cross-country skiing, skiboarding, snowshoeing and other sports utilizing equipment with non-release bindings, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.
- I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user at slower speeds. 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 injuries are a common and ordinary occurrence in RECREATIONAL SNOW SPORTS and that severe injury, including death, is an inherent risk. I expressly assume all risks associated with RECREATIONAL SNOW SPORTS, or which relate in any way to the use of this equipment. I agree to follow, and be bound by, Your Responsibility Code promulgated by the National Ski Areas Association and posted at this ski area.
- In accordance with Minnesota law, nothing in this Release of Liability should be construed as releasing, discharging or waiving any claims I may have for conduct that constitutes greater than ordinary negligence on the part of the Park District, or its owners, officers, shareholders, agents or employees.
- This Release of Liability is governed by the Laws of the State of Minnesota 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.

**I HAVE CAREFULLY READ THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT 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.**

**Parent/Guardian:** If the equipment user 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.

### SKIER TYPE FROM ABOVE

### SHOP USE ONLY

	UP 1 ROW	UNDER 7 OR OVER 50
1 -	UP 1 ROW	BOOT SIZE /#
1	SAME ROW	BOOT SOLE MM
2	DOWN 1 ROW	SKI LENGTH AND #
3	DOWN 2 ROWS	VISUAL INDICATOR
3+	DOWN 3 ROWS	MECHANIC # #

User's Signature	Printed Name
Parent/Guardian Signature	Printed Name
DATE	