

Spirit Mountain Helmet Rental and Liability Release Agreement

PLEASE READ CAREFULLY BEFORE SIGNING

(Check each box and sign waiver to acknowledge receipt and acceptance of the information herein.)

- I understand that hereafter in this agreement the user of the rental equipment shall be referred to as "RENTER", whether the person renting the equipment is myself or a minor under the age of 18, for whom I am accepting responsibility as a parent or guardian.
- The RENTER understands and agrees that this rental shop offers no warranties, expressed or implied, and that this rental equipment is accepted "as is". RENTER accepts that rental equipment (including helmets) may have been exposed to conditions and forces by previous RENTERS or other circumstances that were unreported to or unknown/undetected by Spirit Mountain personnel.
- RENTER agrees to be responsible for the equipment listed on this form and to return it in clean, undamaged condition to the location it was rented, at or before the end of the rental period. RENTER agrees to pay for any equipment that gets lost, stolen, or damaged beyond normal wear and tear.
- RENTER acknowledges that he/she will be the only person using the equipment that RENTER receives during this rental period. RENTER agrees to use the rental equipment only for the purpose of participating in recreational snow sports activities at Spirit Mountain.
- RENTER understands that recreational snow sports have inherent risks which 1) can result in injury or death and 2) cannot be eliminated. RENTER recognizes, understands, and freely assumes those inherent risks including those that are related in any way to the use of rental equipment.
- RENTER understands that 1) there are injury-prevention limitations of helmets; 2) a helmet has a limited shock absorption capability; 3) a helmet can reduce the severity of, but not eliminate, injuries; 4) a helmet cannot guard against all impacts and head injuries; 5) a helmet cannot guarantee safety; 6) even when a helmet is worn, serious injury or death can result from both low and high-energy impacts; and 7) a helmet will not protect RENTER against the unavoidable and inherent risks in recreational snow sports. In addition, RENTER understands that a helmet does not reduce the risk of injuries to other parts of the body, including the neck, face and spine.
- RENTER understands and accepts that in order to function at its full capacity, the helmet must fit correctly. RENTER understands that 1) when RENTER fastens the chinstrap and shakes his/her head there should be no significant movement of the helmet and 2) at rest, the helmet should feel comfortably snug. RENTER asserts that he/she will not accept the rental helmet unless he/she is satisfied that it does fit correctly.
- If RENTER does not understand the use and operation of the equipment rented, then RENTER agrees to obtain instruction in the use of this equipment from the rental shop or the snow sports school personnel until RENTER understands it.
- RENTER accepts that helmets can malfunction and have limited injury-prevention value. RENTER agrees to inspect this equipment before each use and will make sure it is not used if any parts are damaged or missing. RENTER agrees to stop using the rental equipment if it is not functioning properly and immediately return it to the rental shop for inspection, repair, adjustment, or replacement. RENTER agrees to stop using a rental helmet immediately, return it, & make a written report if there is 1) an incident while wearing the helmet or 2) the helmet is damaged.
- RENTER further acknowledges that he/she is signing this agreement freely and voluntarily, and intends his/her signature to be a complete and unconditional release of all liability for his/herself and/or the Minor RENTER due to 1) negligence by Spirit Mountain Recreation Area and its owners, directors, officers, employees, members, lessors, lessees, volunteers, independent contractors, equipment providers, and agents; and/or 2) the inherent risks of recreational snow sports activities and the use of Spirit Mountain rental equipment, to the greatest extent allowed by law in the State of Minnesota. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.
- RENTER ACKNOWLEDGES THAT BY SIGNING THIS DOCUMENT HE/SHE AGREES TO HOLD HARMLESS, AND IS RELEASING, SPIRIT MOUNTAIN RECREATION AREA, , ITS OWNERS, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INSURANCE PROVIDERS, THE CITY OF DULUTH, MN, LEAGUE OF MN CITIES INSURANCE COMPANY, EQUIPMENT MANUFACTURERS AND THEIR RESPECTIVE AGENTS, EMPLOYEES, MEMBERS, SPONSORS, PROMOTERS, AND AFFILIATES (COLLECTIVELY "RELEASEES") FROM ANY AND ALL LIABILITY, REGARDLESS OF ANY NEGLIGENCE, INCLUDING BREACH OF CONTRACT ON THE PART OF THE "RELEASEES" IN THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE OR ADJUSTMENT OF THE EQUIPMENT.
- I, THE UNDERSIGNED, HAVE READ THIS ENTIRE AGREEMENT, AND FULLY UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT.

RENTER'S Name (print): _____

Date: _____

RENTER'S Signature: _____

Phone: _____

Parent/Guardian: If equipment RENTER is a minor, I verify that I have the authority to enter into this agreement on behalf of the equipment RENTER and I agree to be bound by all terms and conditions of this agreement. Parent/Authorized Designee (if under 18):

Parent/Guardian's Name (print): _____

Date: _____

Parent/Guardian's Signature: _____