



SKI TRAIN DEPOT Equipment Rental Agreement, Assumption of Risk, Waiver of Liability, and Indemnification

DEFINITIONS

- RENTER - is the individual using the rental equipment.
- MINOR - a child over whom the adult signing this document 1) has legal guardianship (including a parent) or 2) has assumed responsibility.
- RESPONSIBLE ADULT – an adult acting in place of and on behalf of said MINOR.
- UNDERSIGNED - includes the RENTER, and when the RENTER is a MINOR, it includes the RESPONSIBLE ADULT’s signing on behalf of himself/herself and on behalf of said MINOR.
- STD – Perfect North Slopes, Inc. D.B.A. Ski Train Depot
- RSS – Recreational Snow Sports

EQUIPMENT RENTAL AGREEMENT

I, the UNDERSIGNED, will accept the responsibility for the use and care of the rental equipment and agree that:

- I will make no misrepresentations of my height, weight, age, or skier type.
- I will not use any rental equipment until I have received instruction on its use and fully understand the equipment’s use and function.
- I will accept the rental equipment for use as-is, and care for it while it is in my possession.
- I will reimburse STD, based on full retail value, for any loss, damage or unreasonable wear & tear of the rental equipment.
- I will use the rental equipment only for the purpose of participating in recreational snow sports activities.
- I will not allow anyone else to use the rental equipment issued to me.
- I will return the rental equipment to STD within the rental period (24 hours for specialty rentals, prior to March 14th for seasonal rentals), or I agree to pay retail value for replacement (without a prior written agreement with PNS management otherwise).
- I will stop using the rental equipment if it is not functioning properly and immediately return it for inspection, repair, adjustment, or replacement.

ASSUMPTION OF INHERENT RISK

Inherent Risks of Recreational Snow Sports: STD feels it is important that all participants (RENTER, or MINOR RENTER and/or RESPONSIBLE ADULT) understand the nature of our sports and are aware of, understand, and appreciate the inherent risks involved and that all participants understand that injuries can occur as the result of these inherent risks, which include, but are not limited to muscle strains and sprains, bruises, contusions, abrasions, sunburn, muscle soreness, broken bones, ligament and joint injuries, back and neck injuries, concussions, internal injuries, eye injuries, brain injury; spinal cord and back injuries, heart attack, stroke, and even death.

- Skiing and snowboarding risks include, but are not limited to, collisions (with stationary objects such as trees, rocks, stumps, forest growth & debris, lift towers, fences, snowmaking equipment, snow vehicles, signs, and other manmade or natural obstacles; with other skiers/snowboarders); falls; landing awkwardly; over-exertion; failure to successfully complete a movement; loss of control (due to snow/ice conditions such as bare spots, black ice, moguls, terrain features; variations in surface and/or terrain conditions; slope design or modifications; and other hazards, whether manmade or natural, marked or unmarked); use of ski lifts, rope tows, and/or surface conveyor lifts; and exposure to sometimes frigid conditions.
- Other inherent risks of skiing and snowboarding include, but are not limited to, erratic or negligent behavior of the participant or of other participants; sudden changes in weather, weather-related occurrences, and acts of nature; failure of equipment (including rental equipment); and judgment errors by staff (including error in judging the ability of participants, failure to anticipate developing problem situations, and failure to anticipate sudden changes in weather conditions).

Inherent Risks and Limitations of Rental Equipment:

- As a RENTER of ski rental equipment, I, the UNDERSIGNED, understand there are **injury-prevention limitations of ski bindings**. I understand that although bindings are selected or adjusted for me, they are no guarantee of my safety because 1) the bindings will not release under all circumstances and 2) it is not possible to predict every situation in which they will release. I further understand that ski bindings do not reduce the risk of any type of injury. I understand that providing inaccurate information regarding my height, weight, age, or skier type may increase risk of injury or death.
- As a RENTER of snowboard rental equipment, I, the UNDERSIGNED, understand there are **injury-prevention limitations of snowboard boot-binding systems**. I understand that snowboard boot-binding systems will not ordinarily release during use, nor are they specifically designed or intended to release as a result of forces during ordinary operation, and are therefore no guarantee of my safety.

I, the UNDERSIGNED, have read and understand the paragraphs about the **Inherent Risks of RSS** and the **Inherent Risks and Limitations of Rental Equipment** (or had the risks explained to me). I understand that rental equipment has injury-prevention limitations and may fail to protect me from injury. I understand the demands of RSS activities relative to my physical condition and skill level, and I understand the types of injuries that may occur as a result of RSS activities and their potential impact on my well-being, lifestyle, and both current and potential future careers. **I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks.**

WAIVER OF LIABILITY

In consideration of permission to rent equipment and permission for myself and/or MINOR RENTER to use the STD property, facilities, and services, today and on all future dates, I, the UNDERSIGNED, on behalf of myself, my spouse, my heirs, personal representatives, assigns, or others making a claim on behalf of myself or the MINOR RENTER listed below [hereafter referred to as *Releasing Parties*] **do hereby release, waive, discharge, and covenant not to sue** STD, its owners, directors, officers, employees, members, lessors, lessees, volunteers, independent contractors, equipment providers, and agents, [hereafter referred to as *Protected Parties*] from liability **from any and all claims arising from 1) the NEGLIGENCE of STD or other protected parties; and/or from 2) the selection, installation, maintenance, adjustment, rental, or use of the rental equipment; and/or from 3) the presence of myself and/or the listed MINOR PARTICIPANT on the premises of STD.**

INDEMNIFICATION AGREEMENT: I, the UNDERSIGNED, **agree to hold harmless, defend, and indemnify** STD and *Protected Parties* (that is, defend and pay any judgment and costs, including investigation costs, attorney’s fees and related expenses)

- from any and all claims of the *Releasing Parties* arising from an injury or loss by myself or the MINOR RENTER due to our participation or presence at STD (including claims arising from the **inherent risks** of RSS activities; the **NEGLIGENCE** of STD or *Protected Parties*; and/or the use of rental equipment).
- from any loss due to the conduct of myself or the MINOR RENTER in the course of our presence at STD.

Acknowledgement of Understanding: I, the RENTER or the Parent/Legal Guardian of the Minor RENTER, certify the following by my signature:

- I assert that I am signing this agreement freely and voluntarily, and have full legally binding authority, understanding that this agreement is legally binding on myself and/or the MINOR RENTER.
- I agree that if any part of this agreement is found to be invalid or unenforceable, the remainder shall be given full force and effect. I further agree that only the laws of the State of Indiana shall apply in the construction or application of this agreement and that any legal action must be brought in the Circuit or Superior Court of Dearborn County or the United States District Court for the Southern District of Indiana.

Further, I assert that 1) I have explained the risks of Recreational Snow Sports activities and use of rental equipment of STD to the MINOR RENTER; 2) he/she understands this Agreement; and 3) by our signatures below, we knowingly accept and assume the inherent risks of recreational snow sports activities and the risks of using rental equipment.

Signature of RENTER

Date

Name of UNDERSIGNED if RENTER is a MINOR (Please Print)

Signature of UNDERSIGNED if RENTER is a MINOR

Date