



Equipment Rental, Assumption of Risk, Waiver of Liability, and Indemnification Agreement



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. SV – Swiss Valley Operations, LLC. RSS – Recreational Snow Sports

EQUIPMENT RENTAL AGREEMENT

I, the UNDERSIGNED, accept full responsibility for the use and care of the rental equipment and agree to the following:

Accuracy of Personal Information

- I will provide accurate information regarding my height, weight, age, and skier type and will verify this information at the time of each rental.

Proper Use and Understanding

- I will not use any rental equipment until I have received instruction on its use and fully understand its function.
- I will use the rental equipment only for participating in recreational snow sports activities.

Equipment Acceptance and Care

- I accept the rental equipment "as-is" and will take reasonable care of it while it is in my possession.
- I will immediately stop using the equipment if it is not functioning properly and return it for inspection, repair, adjustment, or replacement.
- I will return the rental helmet (if used) and submit a written report if an incident occurs while wearing the helmet or if the helmet sustains damage.

Equipment Security and Restrictions

- I will not allow anyone else to use the rental equipment assigned to me.
- I will not remove the rental equipment from SV premises.
- I will reimburse SV, based on full retail value, for any loss, damage, or unreasonable wear and tear to the rental equipment.

Equipment Verification

- I acknowledge that it is my responsibility to verify that the identification number on the rental equipment matches what was assigned to me by the rental staff.
- For ski rentals, I will also confirm that the DIN setting on the bindings matches the setting provided by the staff.
- If there is any discrepancy or concern regarding the assigned equipment or settings, I will not use the equipment and will immediately notify a staff member for clarification or correction.

SV 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.

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.
- As a RENTER of a rental helmet, I, the UNDERSIGNED, understand there are **injury-prevention limitations of helmets**.
 - I understand that a helmet may help reduce or mitigate the severity of head injuries, but is no guarantee of my safety.
 - I understand that 1) a helmet has a limited shock absorption capability; 2) even when a helmet is worn, serious injury or death can result from both low and high-energy impacts, and 3) a helmet will not protect me against the unavoidable and inherent risks in recreational snow sports.
 - I understand 1) that the helmet does not protect against trauma to any other part of my body, including but not limited to my neck, face, and spine; and 2) that these limitations are unavoidable and are inherent risks of any activity in which the helmet will be used.
 - I understand that in order to function at its full capacity, the helmet must fit correctly. I understand that 1) when I fasten the chinstrap and shake my head there should be no significant movement of the helmet and 2) at rest, the helmet should feel comfortably snug. I assert that I will not accept the rental helmet unless I am satisfied that it does fit correctly.
 - I understand that a rental helmet is included and recommended with any ski or snowboard rental; it is my choice and responsibility to decide whether to use or decline the rental helmet.

INHERENT RISKS OF RECREATIONAL SNOW SPORTS:

- Skiing and snowboarding risks include, but are not limited to,
 - **collisions** (with other skiers/snowboarders; with stationary objects [such as trees, rocks, and stumps; forest growth and debris; lift towers, fences, signs, and snowmaking equipment]; snow vehicles, and other obstacles, whether manmade or natural);
 - **falls and awkward landings** (due to losing balance or control; or resulting from a failed jump or maneuver);
 - **fatigue & over-exertion**;
 - **loss of control** (due to inexperience; due to adverse surface conditions [such as: bare spots and black ice; moguls and terrain features; variations in surface and terrain conditions; quickly changing surface and terrain conditions; snow slides]; due to slope design or modifications; and/or due to other marked and unmarked hazards, both manmade and natural); and
 - **lift-related incidents** (such as: mechanical failures of chairlifts, rope tows, or surface conveyor lifts; falls while boarding or disembarking lifts, or improper use of lift equipment).
- Other inherent risks of skiing and snowboarding include, but are not limited to:
 - **behavioral factors** (erratic or negligent actions of the participant or other participants);
 - **environmental conditions** (sudden changes in weather or weather-related occurrences; acts of nature that can unexpectedly affect conditions or visibility);
 - **equipment issues** (failure of personal or rental equipment);
 - **staff judgment errors** (misjudgment of participants' abilities; failure to anticipate developing problem situations; inadequate response to sudden changes in weather conditions); and
 - **exposure to elements** (conditions which may affect comfort, visibility, or safety; fog; lightning; high wind).

- Risks of observing and being on the premises for all persons include, but are not limited to:
 - **proximity hazards** (standing too close to areas where participants approach, particularly run-out areas; being too close to wildlife or domesticated animals);
 - **impact risks** (being struck by skis, poles, snowboards, or other equipment; collisions with out-of-control skiers or snowboarders);
 - **slip and fall incidents** on slick, wet, icy, or uneven surfaces, both outdoors and indoors, including restrooms and other indoor areas;
 - **slippery or uneven conditions** on sidewalks, steps, and other outdoor surfaces;
 - **various parking lot hazards** such as vehicle traffic hazards, and uneven or slippery footing;
 - **negligence** of SV or by SV staff; and **exposure to infectious diseases**.

It is important that all participants (RENTER, or MINOR RENTER and/or RESPONSIBLE ADULT) 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, lacerations, sunburn, frostbite, muscle soreness, fractured or broken bones, ligament and joint injuries, shoulder dislocation, back and neck injuries, concussions, internal injuries, eye injuries, dental injuries, brain injury, spinal cord and back injuries, heart attack, stroke, and even death.

ASSUMPTION OF INHERENT RISK

I, the UNDERSIGNED, have read and understand the paragraphs about the **Inherent Risks and Limitations of Rental Equipment** and the **Inherent Risks of RSS** (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 understand that the RENTER assumes responsibility for the proper and safe use of all rented equipment and acknowledge that improper use may increase risk of injury. Skiers, snowboarders, and users of ski area facilities are governed by the Michigan Ski Area Safety Act (Public Act 199 of 1962, MCL §408.321 et seq.), which defines the duties and responsibilities of both ski area operators and participants, and recognizes that there are inherent risks associated with skiing that are assumed by the skier. **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 SV 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 SV**, 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 SV 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 RENTER on the premises of SV.**

INDEMNIFICATION AGREEMENT: I, the UNDERSIGNED, **agree to hold harmless, defend, and indemnify SV 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 SV (including claims arising from the **inherent risks** of SV activities; the **NEGLIGENCE** of SV 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 SV.

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 this agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any action or proceeding arising from this agreement shall be brought in the Circuit Court for St. Joseph County, Michigan, or in the United States District Court for the Western District of Michigan, Southern Division.

Further, I assert that 1) I have explained the risks of Recreational Snow Sports activities and use of rental equipment at SV 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.

WARNING: BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR ORDINARY NEGLIGENCE. PLEASE READ CAREFULLY BEFORE SIGNING.

FOR ADULT PARTICIPANTS:

_____ Name of Adult Renter #1 (Please Print)	_____ Signature of Adult Renter #1	_____ Date	_____ Birthdate
_____ Name of Adult Renter #2 (Please Print)	_____ Signature of Adult Renter #2	_____ Date	_____ Birthdate

FOR MINOR RENTERS:

I certify that I am the parent or legal guardian of the minor(s) listed below. I acknowledge that I have explained the inherent risks of skiing, snowboarding, and use of rental equipment to the minor(s). I further agree to indemnify and hold harmless Swiss Valley Operations, LLC and the Protected Parties from any claims arising from the minor's participation, to the fullest extent permitted by Michigan law.

_____ Name of RESPONSIBLE ADULT (Please Print)	_____ Signature of RESPONSIBLE ADULT		_____ Date
_____ Name of Minor Renter #1	_____ Date of Birth	_____ Age	_____ Name of Minor Renter #2
			_____ Date of Birth
			_____ Age
_____ Name of Minor Renter #3	_____ Date of Birth	_____ Age	_____ Name of Minor Renter #4
			_____ Date of Birth
			_____ Age