

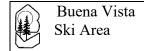
2025-2026 Equipment Rental Agreement Assumption of Risk, Release of Liability, and Indemnification

PLEASE READ CAREFULLY BEFORE SIGNING This Agreement Effects Your Legal Rights

	State:	Zip:	Phone:	
WeightWei	ight	Shoe size	.	-
I choose NOT TO RENT A HELM	ET even though one is	s available to me and	its use is STRO	NGLY RECOMMENDED
bility of Skier/Snowboarder (check one	e): Beginner	Inte	rmediate	Expert
Ski/Board # Tech(s) Boot	# Tech(s)	Din Setting#	Tech(s)	
		Right		
		Left		

- I have been truthful in giving my height, weight, age, and ability.
- I accept this equipment "AS IS."
- I agree not to transfer any rental equipment to any other user. In the event I do transfer any part of the equipment in violation of this agreement I agree to indemnify Buena Vista Ski Area against any claim, demand, losses, or damages arising out of the unauthorized use of this equipment.
- I will be responsible for the replacement at full retail value of any equipment not returned to Buena Vista Ski Area. I acknowledge my obligation to return this equipment by the agreed date in clean condition and agree to pay for any repairs in the event the equipment is damaged beyond normal wear and tear.
- ALPINE SKI EQUIPMENT: I understand that the ski boot/binding system will not release at all times or under all circumstances, that it is not possible to predict every situation in which the system will release, and the system is no guarantee that the user will not be injured.
- **SNOWBOARDING:** I understand that the snowboard boot/binding system is not designed or intended to release and will not release under normal circumstances. I understand that as the snowboard boot/bind system is a non-release system, it will not reduce the risk of injury during a
- EXPRESS ASSUMPTION OF RISK: I UNDERSTAND AND ACCEPT that skiing and snowboarding in its various forms (the "Activities") are DANGEROUS and involve certain risks that cannot be eliminated regardless of the care taken to avoid injuries. The inherent risks associated with the Activities include, but are not limited to: loss of control; collisions with other persons; collisions with natural and man-made objects, whether padded or unpadded (including, without limitation, trees, rocks, stumps, holes, forest growth, downed timber, fences, posts, padded and non-padded barriers, lift equipment and towers, rope tows, light poles, snowmaking equipment, signs, buildings, and paved, wooden, gravel and dirt roads and walkways); collisions with over-snow vehicles (including, without limitation, groomers, snowmobiles, and utility or all-terrain vehicles); encountering marked and unmarked terrain features (including, without limitation, snowmaking mounds, moguls, jumps, ramps, half-pipes, rails, boxes, and other freestyle and terrain park features); encountering ice, bare spots, and debris; changes and variation in terrain and slope; changes and variation in weather, snow, surface, and lighting conditions; slips and falls on ice and snow; errors in loading, riding, or unloading a lift (including, without limitation, misloading, being struck by a chairlift, becoming entangled with equipment, and falling from a chairlift); and possible equipment failure and/or malfunction, including lift equipment and my own or rented or borrowed equipment.

Please Sign Signature Page on Back



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I ACKNOWLEDGE AND ACCEPT that BUENA VISTA SKI AREA has no duty to protect me from the above risks or any other risks inherent to the Activities. I UNDERSTAND AND ACCEPT that such risks may cause SERIOUS INJURY including PERMANENT DISABILITY, OR DEATH, and EXPRESSLY AND VOLUNTARILY ASSUME all such risks, accepting for myself FULL RESPONSIBILITY for any loss or damage I may sustain.

- 3) RELEASE OF LIABILITY: I AGREE TO RELEASE BUENA VISTA SKI AREA including its owners, officers, directors, managers, employees, agents, volunteers, successors, and assigns (the "Releasees"), FROM LIABILITY FOR RELEASEES' OWN NEGLIGENCE. I understand that this means I am waiving my right to sue Releasees for any personal injury, disability, death, or property damage I may sustain in relation to my use of BUENA VISTA SKI AREA'S premises and facilities, use of rental equipment, or my participation in the Activities, caused by Releasees' own negligent acts or omissions. I agree that this release applies to and is binding on any minor for whom I sign. I further agree to pay all costs and expenses, including attorneys' fees, incurred by Releasees in connection with any claim brought by or on behalf of me or any minor for whom I sign, in violation of this release of liability.
- 4) <u>INDEMNIFICATION</u>: I AGREE TO INDEMNIFY AND HOLD THE RELEASEES HARMLESS from liability for claims for personal injury, disability, death, or property damage arising out of my own negligence or the negligence of any minor for whom I sign, even if such claim also arise from or is alleged to arise from Releasees' own negligence. This includes paying all judgments, interests, costs and expenses, including attorneys' fees, incurred by Releasees in connection with any claim arising out of my own negligence or the negligence of any minor for whom I sign, even if such claim also arises or is alleged to arise from Releasees' own negligence.
- 5) MY RESPONSIBILITIES: I AGREE to follow and be bound by "YOUR RESPONSIBILITY CODE," promulgated by the National Ski Areas Association and posted at BUENA VISTA SKI AREA.
- 6) MISCELANEOUS PROVISIONS: If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable, all other parts will be given full force and affect. All matters arising out of or relating to this Agreement or my participation in the Activities will be governed by the laws of the State of Minnesota, and exclusive jurisdiction thereof will be in the district court residing in and for Beltrami County, Minnesota.

PARTICIPANT ACKNOWLEDGMENT AND SIGNATURE

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP SUBSTNATIAL LEGAL RIGHTS, INCLLUDING MY RIGHT TO SUE THE RELEASEES FOR THEIR OWN NEGLIGENCE AND TO INDEMNIFY AND HOLD THE RELEASEES HARMLESS. I VOLUNTARILY SIGN WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Participant Name (Print):	Signature:	Date:	
	OR PARTICIPANTS UNDER ORIZED ADULT ACKNOW		URE
I AM THE PARENT OF THE MINOMINOR. I DESIRE FOR THE MINOR IN HIS/HER/THEIR BEST INTERIUNDERSTAND ITS CONTENTS. BY PARTICIPATE IN THE ACTIVITIE CONDITIONS OF THIS AGREEMES SIGNING, INCLUDING THE EXPRENEGLIGENCE, AND INDEMNITY A	R NAMED ABOVE TÓ PARTI EST TO DO SO. I HAVE I SIGNING BELOW, I GIVE S WITH THE UNDERSTAN ENT ARE BINDING ON ME SS ASSUMPTION OF RISK,	CIPATE IN THE ACTIVIT CAREFULLY READ THE THE MINOR NAMED ADDING AND INTENTION TO AND THE MINOR ON	TES AND BELIEVE IT IS HIS AGREEMENT AND BOVE PERMISSION TO THAT THE TERMS AND WHOSE BEHALF I AM
Parent / Authorized Adult Name (Print):	Signature:		Date: