

# RELEASE OF LIABILITY AND SKI RENTAL AGREEMENT

FILL IN INFORMATION IN GRAY SHADED AREA / PLEASE PRINT CLEARLY

Date \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone Number ( \_\_\_\_\_ ) \_\_\_\_\_  
 To receive Tyrol's newsletter enter your email address here \_\_\_\_\_

<b>HELMET RENTAL</b>	ACCEPT	If accepting helmet rental see section "B" release of liability.	DECLINE	If declining helmet rental initial here _____.
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HEIGHT	WEIGHT	AGE	SEX	SHOE SIZE	SKIER TYPE (CHOOSE ONE)		
					First Time	I	II

ACCEPT	DECLINE	DAMAGE WAIVER: CUSTOMER, BY INITIALS, accepts, at rate shown, or declines. This damage waiver applies to equipment breakage only, not to lost, misplaced or stolen equipment. If the damage waiver is accepted, the rental shop will absorb the cost of repair of any damaged equipment, however, any lost or stolen equipment shall be replaced by the renter.
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## Tyrol Basin

	Size	ID Number	Issued By
HELMETS			
BOOTS			
POLE			
SKI			
BOOT LENGTH		RELEASE RETENTION SETTING	
RELEASE CODE	TOE	HEEL	
	L _____	L _____	
	R _____	R _____	

ALL FUNCTIONAL PROCEDURES HAVE BEEN COMPLETED UPON DATE OUT.

### A. EQUIPMENT RENTAL AGREEMENT

I accept for use in its **AS IS** condition the equipment listed on this form and accept full financial responsibility for its care while it is in my possession. I will be responsible for the replacement, at full retail value, of any equipment rented under this agreement which is not returned. I agree to return all rental equipment on the agreed date, in clean condition, to avoid additional charges.

I have made no misrepresentations to Tyrol Basin Corp. in regard to my height, weight, age or skiing ability. The instructions on the use of my rental equipment were made clear to me and I fully understand the function of my equipment. I agree the equipment will be used for the purpose of skiing at Tyrol Basin Corp. only. I agree there are no warranties, expressed or implied, which have been made to me concerning the equipment.

**SIGNATURE** \_\_\_\_\_

TECHNICIAN'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

### B. RELEASE OF LIABILITY

I understand there are risks, dangers and hazards associated with the sport of skiing for which this equipment is to be used, which may result in serious personal injury or death and that injuries are a common and ordinary occurrence. Risks include, but are not limited to, changes in terrain, weather and snow surfaces, ice, moguls, bare spots, debris, fences, posts, trees, lift equipment and towers, light poles, signs, buildings, roads and walkways, ramps, padded and non-padded barriers, jumps and other terrain features both in and out of the terrain park, grooming equipment, collisions with other persons, improperly-adjusted or malfunctioning equipment, and other natural and man-made hazards. I acknowledge that the risks in the sport of skiing can be greatly reduced by taking lessons, abiding by the Skier Responsibility Code (known as Your Responsibility Code), and using common sense.

I understand the boot/binding system which I have rented is designed to reduce the risk of certain injuries to the lower leg. It will not release at all times or under all circumstances where a release may prevent injury, nor is it possible to predict every situation in which it will release. I understand the boot/binding system will not reduce the risk of injury to my knees or other parts of my body. I further understand the boot/binding system does not have a backward release capability and will not release or protect any part of my body in the event of a backward fall. I therefore understand the boot/binding system I have rented **CANNOT GUARANTEE MY SAFETY.**

I understand no helmet can protect the wearer against all foreseeable impacts to the head and that the sport of skiing can expose the wearer to forces beyond the protection offered by the helmet. I further understand the helmet does not guard against injury to the neck, spine or other parts of my body. I know serious injury or death can result from both low- and high-energy impacts, even when a helmet is worn. I recognize the helmet must fit firmly and the chin strap must be securely fastened at all times but that even proper fitting, fastening and use of a helmet **DOES NOT GUARANTEE MY SAFETY.** I also understand it is solely my decision to wear or not wear the rental helmet.

In consideration of the rental of the equipment to me by Tyrol Basin Corp., **I RELEASE AND FULLY DISCHARGE Tyrol Basin Corp., Inc., its owners, officers, shareholders, agents and employees (collectively the "TYROL BASIN CORP. RELEASEES") from any liability resulting from any personal injury to myself, including death, or damage to my property which is caused by the BREACH OF ANY EXPRESS OR IMPLIED WARRANTY or the NEGLIGENCE ACT OR OMISSION of any TYROL BASIN CORP. RELEASEE, including any NEGLIGENCE ACT OR OMISSION in:**

- the selection, installation, adjustment, inspection, maintenance, repair or rental of the equipment;
- instructions given or not given to me concerning the equipment or its use;
- the design, layout, location, construction, inspection, maintenance or repair of trails, ski runs, slopes, ramps, jumps and other terrain features both in and out of the terrain park;
- grooming, snow-making, the operation of chair-lifts and surface lifts, and chair-lift and surface-lift loading and unloading operations;
- padding or non-padding of natural and man-made obstacles, barriers and hazards;
- posting or failure to post warnings, signs, fences or other cautions or barriers;
- classification and labeling of trails and ski runs; or
- maintaining or modifying variations in the surface, steepness and pitch of trails, ski runs, slopes, ramps, jumps and other terrain features.

I accept full responsibility for any injury or damage which may result from use of the rental equipment, and I hereby **HOLD HARMLESS** the TYROL BASIN CORP. RELEASEES for any injury or damage sustained by me, including death, while using the rental equipment. I agree not to bring any action or suit against any TYROL BASIN CORP. RELEASEE for any injury or damage.

In accordance with Wisconsin law, nothing in this Release of Liability should be construed as releasing, discharging or waiving any claims I may have for reckless or intentional acts on the part of any TYROL BASIN CORP. RELEASEE.

In the event I am signing as a parent or guardian of a minor, I represent I have full authority to do so, realizing this Release of Liability is binding upon the minor as well as myself.

**I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS FOR MYSELF AND/OR MY CHILD, INCLUDING THE RIGHT TO SUE TYROL BASIN CORP, INC., ITS OWNERS, OFFICERS, SHAREHOLDERS, AGENTS OR EMPLOYEES FOR CERTAIN CLAIMS.**

**CAUTION: READ BEFORE SIGNING!  
 THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!**

**Renter's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent's or Legal Guardian's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\*Parent or Legal Guardian signature must accompany minor signature.