

**Ski Gull Inc.**  
**P.O. Box 612**  
**Nisswa, MN.56468**

**Seasonal Rental Program**  
**December 4, 2010 - March 13, 2011**

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Drivers Lic. \_\_\_\_\_ State \_\_\_\_\_

Male or Female (circle one) Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Shoe size \_\_\_\_\_

Type of Skier/Snowboarder (check One)

(1) Learner       (2) Average       (3) Skilled

Ski/Board #	Boot #	Setting #	Tech Signature

Rental equipment and **RELEASE OF LIABILITY** - Read carefully before signing

1. I accept for use the equipment listed on this form and accept full responsibility for the care of the equipment.

I have made no misrepresentations to the provider of this skiing/snowboard equipment regarding this user's weight or age.

2. I understand and am aware that skiing/snowboarding can be a hazardous activity. I understand that the sport of skiing/snowboarding and the use of this skiing/snowboarding equipment involve a risk of injury to any and all parts of this user's body. I hereby agree to freely and expressly assume and accept any and all risks of injury to the user of this equipment while skiing/snowboarding.

3. I understand that the skiing/snowboarding equipment being furnished forms a part of or all of a snowboard/boot/binding system which is a NON RELEASE system and that its use cannot guarantee this user's safety and that this snowboard/boot/binding system DOES NOT REDUCE THE RISK OF injury to any part of this user's body.

4. In consideration of the rental from Ski Gull Inc. and Use of its facilities, I RELEASE AND HOLD HARMLESS and AGREE NOT TO BRING ANY ACTION OR SUIT AGAINST Ski Gull Inc. or its employees from any liability resulting from any personal injury to myself, including death, or damage to my property which is caused by the NEGLIGENT ACT OR OMISSION of any SKI GULL RELEASEE in the design, location, construction, inspection, maintenance and repair of the condition on or about the premise or ski area or the operation of the ski area. This release does not apply to claims of intentional or willful and wanton acts by Ski Gull Ski Area.

5. I agree not to transfer any part of this skiing/snowboard equipment to any other user. In the event the undersigned does transfer any part of the equipment in violation of this agreement he/she agrees to indemnify this provider of this skiing/snowboarding equipment against any claim, demand, losses or damages arising out of the injury or property damage through use of said equipment.

6. I hereby agree to accept the terms and conditions of this contract. This document constitutes the final and entire agreement between the provider of this skiing/snowboarding and the undersigned. This shop, itself provides NO WARRANTIES, expressed or implied, and this skiing/snowboarding equipment is accepted "AS IS".

7. I have carefully read this agreement and release of liability and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the provider of this skiing/snowboarding equipment and I sign it of my own free will.

8. I agree to return all rental equipment the same date as rented in clean condition to avoid additional charges.

9. I will be responsible for the replacement at full retail price of new equipment to Ski Gull Ski Area for any loss of damage other than reasonable wear resulting from use.

Skiers/Snowboarder Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent Signature IF USER IS A MINOR \_\_\_\_\_ Date \_\_\_\_\_