

**2007/2008 SEASON  
GRANITE PEAK SKI AREA**

I, \_\_\_\_\_ hereby accept

PLEASE PRINT NAME OF PARENT/GUARDIAN

full responsibility for \_\_\_\_\_

PLEASE PRINT NAME OF CHILD

born on \_\_\_\_\_ and permit

DATE OF BIRTH

Granite Peak Ski Area to rent equipment to

him/her. I understand that I am responsible for damage

or negligence caused by \_\_\_\_\_ .

NAME OF CHILD

**OVER**

**PARENT PERMISSION AGREEMENT, EQUIPMENT RENTAL AGREEMENT & RELEASE OF LIABILITY**

**A. PARENT PERMISSION AGREEMENT AND EQUIPMENT RENTAL AGREEMENT**

I, \_\_\_\_\_, hereby grant permission to Granite Peak Ski Corporation to rent ski  
**PARENT** and/or snowboard and/or snowblade equipment  
to my child \_\_\_\_\_ born \_\_\_\_\_  
**CHILD** **DATE OF BIRTH**

I accept for use in its AS IS condition the equipment rented to my child and accept full responsibility for its care while it is in my child's possession. I will be responsible for the replacement, at full retail value, of any equipment rented from Granite Peak Ski Corporation under this agreement which is not returned. I agree to reimburse Granite Peak Ski Corporation for any loss or damage of any kind to the rental equipment, other than reasonable wear and tear. I agree my child will return all rental equipment on the agreed date, in clean condition, to avoid additional charges.

I agree the rented equipment will be used for the purpose of skiing or snowboarding at Granite Peak only. I agree there are no warranties, expressed or implied, which have been made concerning the ski and/or snowboarding equipment, and I accept the ski and/or snowboarding equipment in its AS IS condition for my child.

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

**B. RELEASE OF LIABILITY**

I understand there are risks, dangers and hazards associated with the sport of skiing, including snowboarding, 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, rocks, stumps, debris, fences, posts, trees, lift equipment and towers, conveyor and handle tows, light poles, signs, buildings, roads and walkways, ramps, half-pipes, jumps and other terrain features, padded and non-padded barriers and obstacles, snowmaking and snow grooming equipment, snowmobiles, collisions with other persons, and other natural and man-made hazards. I acknowledge that the risks of the sport of skiing and snowboarding can be greatly reduced by taking lessons, abiding by the Skier Responsibility Code (known as Your Responsibility Code and Freestyle Terrain), and using common sense.

In downhill skiing, I understand the boot/binding system my child will rent 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 to my child, nor is it possible to predict every situation in which it will release. I understand the same boot/binding system will not reduce the risk of injury to my child's knees or other parts of my child's body. I further understand the same boot/binding system does not have a backward release capability and will not release or protect any part of my child's body in the event of a backward fall. In snowboarding and snowblading, I understand the boot/binding system my child will rent will not release during use, nor is it designed or intended to release in falls or accidents, or protect against any type of injury. I therefore understand the boot/binding system my child will rent in either circumstance **CANNOT GUARANTEE MY CHILD'S SAFETY.**

In consideration of the rental of ski and/or snowboard equipment AS IS by to my child, **I RELEASE AND FULLY DISCHARGE Granite Peak Corporation, its owners, officers, shareholders, agents and employees (collectively "GRANITE PEAK RELEASEES") from any liability resulting from any personal injury to my child, including my child's death, or any damage to his/her property which is caused by the BREACH OF ANY EXPRESS OR IMPLIED WARRANTY or the NEGLIGENT ACT OR OMISSION of any GRANITE PEAK RELEASEE in any of the following:**

- the selection, installation, adjustment, inspection, maintenance, repair or rental of the equipment to my child;
- the instructions given or not given concerning the equipment or its use;
- the design, layout, location, construction, inspection, maintenance or repair of trails, ski runs, slopes, ramps, half-pipes, jumps and other terrain features both in and out of the terrain park;
- grooming, snow-making and snowmobile operation, ski-lift and conveyor and handle tow operations, and ski-lift and conveyor and handle tow loading and unloading operations;
- padding or non-padding of natural and man-made obstacles and hazards;
- posting or failure to post warnings, signs, fences or other 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, half-pipes and other terrain features.

I accept full responsibility for any injury or damage which may result from the use of the rented equipment, and I hereby **HOLD HARMLESS** the GRANITE PEAK RELEASEES for any injury or damage sustained by my child, including death, while using the rented ski and/or snowboard equipment. I agree not to bring any action or lawsuit against the GRANITE PEAK RELEASEES for any injury or damage.

I understand that, for a fee of \$15.00 per child, in addition to the normal lift ticket price, Granite Peak Ski Corporation offers an optional Parent Permission Agreement and Equipment Rental Agreement that does not require me to sign a Release of Liability. In signing this Release of Liability, I acknowledge I am aware of this option offered by Granite Peak Ski Corporation and hereby waive my right to purchase the same.

In accordance with Wisconsin law, nothing in this Release of Liability should be construed as releasing, discharging or waiving any claims my child or I may have for reckless or intentional acts on the part of any GRANITE PEAK RELEASEES.

**I REPRESENT I HAVE FULL AUTHORITY TO SIGN AS PARENT OF MY MINOR CHILD AND REALIZE THIS RELEASE OF LIABILITY IS BINDING UPON MY CHILD 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, I AM WAIVING CERTAIN LEGAL RIGHTS OF MYSELF AND MY CHILD, INCLUDING THE RIGHT TO SUE GRANITE PEAK CORPORATION, ITS OWNERS, OFFICERS, SHAREHOLDERS, AGENTS OR EMPLOYEES.**

**CAUTION: READ BEFORE SIGNING!**

**THIS DOCUMENT AFFECTS YOUR AND YOUR CHILD'S LEGAL RIGHTS AND WILL BAR THE RIGHT TO SUE!**

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