

GRANITE PEAK SKI RENTAL AGREEMENT 2011-2012 (NO RELEASE)

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 Granite Peak Corporation 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 Granite Peak Corporation only. I agree there are no warranties, express or implied, which have been made to me concerning the equipment.

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, chairlift and surface lift equipment and towers, light poles, signs, buildings, roads and walkways, ramps, padded and non-padded barriers and obstacles, rails, boxes, jumps and other terrain features (including the angle and length of their approaches, take-off ramps and landing areas) both in and out of the terrain park, snowmaking and grooming equipment and operations, snowmobile operations, collisions with other persons and other natural and man-made hazards, and improperly-adjusted or malfunctioning equipment. 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.**

In further consideration of the rental of the above-described equipment, **THE UNDERSIGNED** agrees that **ANY CLAIM** for injury and/or death against Granite Peak Corporation, or any of its owners, shareholders, employees, servants, or agents shall be governed by the laws of the State of Wisconsin and exclusive jurisdiction of any claim shall be the Circuit Court for Marathon County.

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 Rental Agreement is binding upon the minor as well as myself.

I HAVE CAREFULLY READ THIS RENTAL AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS FOR MYSELF AND/OR MY CHILD.

CAUTION: READ BEFORE SIGNING!
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS!

Renter's Signature: _____ Date: _____

Parent's or Legal Guardian's Signature*: _____ Date: _____

*Parent or Guardian signature must accompany minor signature.