

GRANITE PEAK SKI RENTAL AGREEMENT & RELEASE OF LIABILITY 2010-2011

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 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.

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

*Parent or Guardian signature must accompany minor signature.

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, chairlift and surface lift equipment and towers, light poles, signs, buildings, roads and walkways, ramps, padded and non-padded barriers or 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, snow making and grooming equipment and operations, snowmobile operations, collisions with other persons and collisions with 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 consideration of the rental of the equipment to me by Granite Peak Corporation, **I RELEASE AND FULLY DISCHARGE Granite Peak Corporation, its owners, officers, shareholders, agents and employees (collectively the "GRANITE PEAK 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 NEGLIGENT ACT OR OMISSION of any GRANITE PEAK RELEASEE, including any NEGLIGENT ACT OR OMISSION in:**

- the selection, installation, adjustment, inspection, maintenance, or repair of the rental equipment;
- instructions given or not given to me concerning the equipment or its use;
- the design, location, construction, inspection, maintenance, and repair of trails, ski runs, and slopes, including their grooming and modifications to their natural steepness and pitches;
- the design, location, construction, inspection, and maintenance of table tops and other jumps, including the angle and length of their approaches, take-off ramps and landing areas;
- the design, location, construction, inspection, and maintenance of all other terrain features, including rails, boxes, and tube jams, and the angle and length of their approaches, take-off ramps and landing areas;
- grooming, snow making, and snowmobile operations and equipment, the operation of chairlifts and conveyor and handle tows, and chairlift and conveyor and handle tow loading, riding, and unloading operations;
- the padding or non-padding of natural and man-made obstacles and hazards;
- the posting or failure to post warnings and signs, and the construction of or non-construction of fences or other barriers, including the selection of the construction materials; or
- the classification and labeling of trails, ski runs, and 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 GRANITE PEAK RELEASEES for any injury or damage sustained by me, including death, while using the rental equipment. I agree not to bring any action or lawsuit against any GRANITE PEAK RELEASEE for any injury or damage.

I understand that for a fee of \$15.00 per person per day in addition to the normal rental price, Granite Peak offers an optional 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 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 I may have for reckless or intentional acts on the part of any GRANITE PEAK 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 GRANITE PEAK CORPORATION, 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 Guardian signature must accompany minor signature.