

GRANITE PEAK SNOWBOARD 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 snowboarding 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 snowboarding 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 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, 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, snow making and grooming equipment and operations, snowmobile operations, collisions with other persons and other natural and man-made obstacles, and improperly-adjusted or malfunctioning equipment. I acknowledge that the risks in the sport of snowboarding 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 binding system which I have rented **WILL NOT RELEASE** during use, nor is it designed or intended to release as a result of forces during ordinary operation. I therefore understand the 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 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.