☐ 5 & UNDER
□ BOOTS ONLY
□ CROSS COUNTRY

Name

Parent/Adult Supervisor (If Under 18 Years Old)



POLES ONLY
BOARD ONLY

☐ SKIS ONLY

Rental Agreement - Please Complete All Shaded Areas

SKI RENTAL SNOWBOARD RENTAL					L		HEL	MET R	ENTA	L	
Last Name:	First Name:										
Address:											
City:		State	:		Zip	Code:					
Phone #:			lge:				Shoe S	Size:			
SKIERS ONLY - PLEASE PICK ONE	ONE Please Circle						P USE C				
	And Weig		4	<230			271-290			>350	
TYPE I CAUTIOUS SKIING AT LIGHTER RELEASE SETTINGS	Weight	Height	-	Green	Orange	Purple	Pink	Red	Black	Silver	
- Ski conservatively - Prefer slower speeds	(lbs) 22-29	(ft'in")	+	0.75	L. Blue	0.75					
- Prefer easy, moderate slopes - Favor lower than average release/retention settings	30-38	-		1	0.75	0.75	0.75				
- This corresponds to an increased risk of inadvertant binding release in order to gain increased releasability	39-47	-		1.5	1.25	1.25	1				
in a fall	48-56	1		2	1.75	1.5	1.5				
□	57-66	1		2.5	2.25	2	1.75	1.5			
TYPE II MODERATE SKIING AT AVERAGE RELEASE SETTINGS	67-78	1		3	2.75	2.5	2.25	1.75	1.75		
- Ski moderately - Prefer a variety of speeds	79-91	†			3.5	3	2.75	2.25	2		
- Ski on varied terrain, including most difficult trails - Are skiiers who do not meet all the descriptions of	92-107	<4'10"	1			3.5	3	2.75	2.5		
either TYPE I or TYPE III	108-125	4'11"-5'1'	- I			4.5	4	3.5	3		
□ ¬,,,, ,,,	126-147	5'2"-5'5"				5.5	5	4	3.5	3	
TYPE III AGGRESSIVE SKIING AT HIGHER RELEASE SETTINGS	148-174	5'6"-5'10'	- I			6.5	6	5	4.5	4	
- Ski aggressively - Normally ski at high speeds	175-209	5'11"-6'4'	"			7.5	7	6	5.5	5	
- Prefer steeper and more challenging terrain - Favor higher than average release/rentention settings	>210+	>6'5"					8.5	7	6.5	6	
- This corresponds to decreased releasability in a fall in order to gain a decreased risk of inadvertant			_				10	8.5	8	7.5	
binding release							11.5	10	9.5	9	
								12	11	10.5	
Snowboarders Only - Please Pick One							Visi	ual Indicator	Settings		
Regular (Left Foot Forward)		Ski/Snow	hoor	4 ID:					L	R	
Goofy (Right Foot Forward)		SKI/SHOW	Duar	J 1D.				Т			
Goory (Right Foot Forward)		Boot ID:						Н			
At the end of my rental DO NOT make adjustr	B000 1B.						• • •				
session, I agree to return all formy rental equipment to the rental shop, including any exchanges or adju	lways irea for	Boot Sole (Cust Only):						Tech			
any skis, board, boots, boles, or helmets I have used. Which should be made Bear rental shop personated.	by Great sonnel.	Helmet ID:						Date			
Initial equipment charges made to responsible	will be										
MUST READ OTHER SIDE I HAVE READ BOTH SIDES AND AGREE TO THE TERMS OF THIS AGREEMENT											
THAVE KEAD BOTH SIDES AND AGKEE TO THE TERMS OF THIS AGKEEMENT											

Date

Date

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 misrepresentation to Great Bear 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 Great Bear. I agree there are no warranties, expressed or implied, which have been made to me concerning the equipment.

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, including downhill skiing and snowboarding, which may result in serious personal injury or death 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, lift equipment and towers, light poles, signs, buildings, ramps, boxes, half pipes, jumps and other terrain features, including their approaches, the angle of their take-off ramps, and landing areas, and other terrain features both in and out of the terrain park, snow making, snow grooming, snowmobile operation, and collisions with other persons, improperly adjusted r malfunctioning equipment, and other natural and man-made hazards. I acknowledge that the risk in the sport of skiing can be greatly reduced by taking lessons, abiding by the <u>Skier Responsibility Code</u> (known as Your Responsibility Code), and using common sense.

As a user of ski rental equipment, I understand the boot binding system which I have rented is designated 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.**

As a user of snowboard rental equipment, 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 consideration of the rental of the equipment to me by Great Bear, I RELEASE AND FULLY DISCHARGE GREAT BEAR MANAGEMENT, INC., their owners, officers, shareholders, agents, and employees (collectively the "GREAT BEAR 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 GREAT BEAR RELEASEE, including any NEGLIGENT ACT OR OMISSION in:

- the selection, installation, adjustment, inspection, maintenance, repair or rental of the equipment
- instructions given or not given to me concerning the equipment or its use;
- the design, layout, location, construction, inspection, maintenance or repair of trails, ski runs and slopes;
- grooming, snow making, snowmobile operations, the operation of chair lifts and surface lifts, and chair lift and surface lift loading and unloading operations;
- the design, location, construction, inspection, maintenance and repair of terrain features, including rails, half pipes, boxes, table top and other forms of jumps including their approaches, take-off ramps, and landing areas:
- padding or non-padding of natural and man-made obstacles and hazards;
- posting or failure to post warnings or signs, and construction or failing to construct fences or other barriers, including the selection of
 construction materials, or classification and labeling of trails, ski runs and terrain features.

I accept full responsibility for any injury or damages which may result from any engagement in the sport of skiing and snowboarding and/or the use of the rental equipment, and I hereby **HOLD HARMLESS** the **GREAT BEAR RELEASES** for any injury or damage sustained by me, including death, while using the rental equipment. I agree not to bring any action or suit against any **GREAT BEAR RELEASEE** for any injury or damage.

In accordance with South Dakota 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 **GREAT BEAR RELEASEE**. **THE UNDERSIGNED** agrees that **ANY CLAIM** for injury and/or death against any **GREAT BEAR RELEASEE** shall be governed by the laws of the State of South Dakota and exclusive jurisdiction of any claim shall be the Circuit Court for Minnehaha 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 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, INCLUDING THE RIGHT TO SUE GREAT BEAR MANAGEMENT, INC., THEIR 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!

Sign on the front of this form.