

TYROL BASIN SKI RENTAL AGREEMENT

Name _____ Date _____

Street Address _____

City _____ State _____ Zip _____ Phone _____

**THIS COLUMN
OFFICE USE ONLY**

Ticket:	
Ski, Boots, Poles	
Helmet	
Skis Only	
Boots Only	
Poles Only	
Damg Wavier	
Lesson	

Height	
Weight	
Age	
Gender: M F	Shoe Size:

Skiing Type	Description	Please Check One
TYPE 1		
TYPE 2		
TYPE 3		

TOTAL PAID

Boot #	
Ski #	
Initial	

Boot Length

SKIER CODE	
Setting	
Initial	

Helmet #

Declined Helmet?

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 Tyrol Holdings, Inc. 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 Tyrol Basin only. I agree there are no warranties, expressed or implied, which have been made to me concerning the equipment.

B. RELEASE OF LIABILITY

I understand that skiing in its various forms, including snowboarding, involves risks, dangers, and hazards that may cause 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, light poles, signs, buildings, ramps, roads and walkways, rails, boxes, corrugated pipes, cylinders, dance floors, wall rides, rollers, step-up, step-down, and table top and other jumps, including their height, location of their start position, and the length and angle of their approaches and decks, and the angle and length of their take-off ramps and landing areas, and other terrain features, padded and non-padded obstacles, snowmaking, grooming, and snowmobile equipment and operations, and collisions with other persons and other natural and man-made hazards, including collisions with people and obstacles adjacent to and off the skiable terrain, such as snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, rocks and trees, and improperly-adjusted and malfunctioning equipment. I acknowledge 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), obeying the Wisconsin Skier Safety Act, and using common sense.

As a user of ski rental equipment, 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 Tyrol Holdings, LLC, I HEREBY RELEASE AND FULLY DISCHARGE Tyrol Holdings, LLC, its owners, officers, shareholders, directors, agents, and employees (collectively the "TYROL BASIN RELEASEES") from any liability resulting from any personal injury to myself, including death, or damage to my property which is caused by the NEGLIGENCE ACT OR OMISSION of any TYROL BASIN RELEASEE with respect to:

- The selection, installation, adjustment, inspection, maintenance, repair, or rental of the equipment;
- the instructions given or not given to me concerning the equipment or its use;
- the design, location, construction, inspection, and maintenance 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 terrain features, including rails, boxes, corrugated pipes, cylinders, dance floors, wall rides, rollers, step-up, step-down, and tabletop and other jumps, including their height, location of their start position, and the length and angle of their approaches and decks, and the angle and length of their take-off ramps and landing areas;
- grooming, snowmaking, and snowmobile equipment and operations;
- the operation of chairlifts, and chairlift loading, riding, and unloading operations, including the presence or absence of restraint bars on the chairs;
- the padding or non-padding of natural and man-made obstacles and hazards on, adjacent to, or off the skiable terrain;
- the posting or failure to post warnings and signs, and the construction of fences or other barriers, including the selection of the construction materials, or the failure to construct fences or other barriers;
- the classification and labeling of trails, ski runs, and terrain features;
- the presence of snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, light posts, rocks, and trees on or adjacent to the ski runs; and
- the training and equipment necessary to safely unload the skier in the event the skier is slipping out or hanging from a chairlift.

I understand that, for a fee of \$50 in addition to the normal rental price, Tyrol Basin 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 Tyrol Basin 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 TYROL BASIN RELEASEE.

In the event I am signing as a parent 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 SKI RENTAL AGREEMENT AND 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 TYROL HOLDINGS, LLC, ITS OWNERS, OFFICERS, SHAREHOLDERS, DIRECTORS, AGENTS, OR EMPLOYEES FOR ANY OF THE ABOVE-LISTED NEGLIGENCE ACTS OR OMISSIONS OF ANY TYROL BASIN RELEASEE.

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