

**CUSTOMER HELMET RENTAL RELEASE OF LIABILITY
AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

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

A. EQUIPMENT RENTAL AGREEMENT.

I UNDERSTAND THAT IN ORDER TO FUNCTION AT ITS FULL CAPACITY, THIS HELMET MUST FIT CORRECTLY, AND I AGREE THAT THE PROVIDER HAS SUPPLIED A HELMET THAT PROPERLY FITS ME. I AGREE THAT THE PROVIDER HAS EXPLAINED TO ME THAT THIS HELMET WILL NOT PROTECT ME AGAINST UNAVOIDABLE AND INHERENT RISKS IN RECREATIONAL SNOW SPORTS. When I fasten the chinstrap and shake my head, there is no significant movement of the helmet and at rest it feels comfortably snug. I fully understand all instructions on the correct use and function of the helmet.

In the event of any accident while wearing the helmet or damage otherwise inflicted upon the helmet, I agree to immediately cease use, return it to the rental facility, and provide a written report describing the incident.

I agree to return this helmet to the rental facility by the agreed date in clean condition and understand that I am responsible and will be held accountable for the full retail value of the helmet if I fail to return it. I recognize my responsibility to pay for any repairs if the helmet is damaged beyond normal wear and tear during my rental period.

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

*Parent or Guardian signature must accompany minor signature.

B. RELEASE OF LIABILITY.

I understand that the sport of skiing and snowboarding ("Recreational Snow Sports") involve inherent risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death that may result from Recreational Snow Sports, or which are related in any way to the use of this equipment.

I understand that a helmet designed for Recreational Snow Sports use will help reduce the risk of some types of injuries to the user. I recognize that serious injury or death can result from both low- and high-energy impacts, even when a helmet is worn. I understand that no helmet can protect the user against every foreseeable impact to the head, and that Recreational Snow Sports present unavoidable and inherent risks of injury which surpass the limits of protection offered by this helmet. I understand that this helmet does not protect against trauma to any other part of my body, including my neck, face and spine, and that these limitations are UNAVOIDABLE AND INHERENT RISKS of any activity in which this helmet will be used.

In consideration of the rental of said helmet, I AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS Granite Peak Corporation, its employees, owners, affiliates, agents, officers, directors, and Giro, its parent and affiliate corporate entities, their manufacturers, distributors and successors in interest (collectively "Providers") from all liability for injury, death, property loss and damage which results from the equipment user's participation in the Recreational Snow Sports for which the equipment is provided, or which is related in any way to the use of this equipment, including all liability which results from the NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY of Providers or any other person or cause. I further agree to defend and indemnify Providers for any loss or damage, including any that results from claims or lawsuits for personal injury or death, and property loss and damage related in any way to the use of this equipment.

I understand that for a fee of \$15.00 per helmet per day, in addition to the normal helmet rental price, Granite Peak offers an optional helmet 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 should be construed as releasing, discharging, or waiving any claims I might have for reckless or intentional acts on the part of Granite Peak or any Provider.

I agree not to transfer the helmet for use by any other person. (In the event the undersigned does transfer the helmet in violation of this agreement, he/she agrees to indemnify Providers against any claim, demand, losses or damages arising out of the injury or property damage through use of said equipment. This agreement shall be binding and may be pled as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the undersigned or any user.)

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.

This document is a legally binding contract which supersedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability, but it is not intended to assert any claims or defenses which are prohibited by law. If any part of this agreement is found to be invalid or unenforceable, the remainder shall be given full force and effect.

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THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!

I HAVE READ THIS RELEASE OF LIABILITY AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS CONTENTS.

Renter's Signature: _____ Date: _____

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

*Parent or Guardian signature must accompany minor signature.