

2014-15 WILMOT MOUNTAIN SNOW-TUBE RENTAL AGREEMENT AND RELEASE OF LIABILITY

A. SNOW-TUBE RENTAL AGREEMENT.

Name: Last: _____ First: _____ Birthdate (mm/dd/yyyy): ___/___/_____

Street Address: _____ City: _____ State: _____ Zip: _____

Phone#: _____

I accept for use in its **AS IS** condition the equipment listed on this form and accept full 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 understand I must not slide until the tube lane is clear. I understand I should immediately exit the tube lane upon completion of the run, keeping a careful lookout for oncoming snow-tubes. I agree to heed all signs and follow the directions of the tube hill attendants. All instructions on the use of my rental equipment were made clear to me and I understand the function of my equipment.

I agree that the above equipment will be used for purposes of snow-tubing at Wilmot Mountain only. I agree there are no warranties, expressed or implied, which have been made to me concerning the rental equipment, and I accept the rental equipment in its AS IS condition.

Renter's Signature: _____

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

*Parent or Guardian signature must accompany minor signature

B. RELEASE OF LIABILITY.

I accept and understand that the sport of snow-tubing involves certain inherent and other risks, dangers, and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in this sport. Risks include, but are not limited to, risk of injury or death from changes in terrain and snow surface, ice, bumps, jumps, bare spots, debris, fences, posts, trees, lift equipment and towers, light poles, signs, buildings, and walkways, ramps, padded and non-padded barriers, obstacles, snowmaking, grooming equipment, and collisions with other snow-tubes or snow-tubers or lift attendants and/or other objects and hazards, both natural and man-made, including collisions with obstacles adjacent to and off the snow-tubing lanes, such as light poles, posts, snowmaking towers, risers and guns, and other snowmaking equipment, rocks and trees. **I FREELY ACCEPT AND ASSUME ALL RISKS OF INJURY ASSOCIATED WITH THIS SPORT.**

In consideration of the rental of the snow-tubing equipment and the use of the snow-tubing facility, **I HEREBY RELEASE AND FULLY DISCHARGE Wilmot Mountain, Inc., its owners, officers, shareholders, agents and employees (collectively the "WILMOT MOUNTAIN 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 WILMOT MOUNTAIN RELEASEE with respect to:**

- controlling of snow-tube and snow-tuber traffic in the lanes and run-out area;
- selection, installation, adjustment, inspection, maintenance, or repair of the rental equipment;
- instructions given or not given to me concerning the equipment or its use;
- operations of the snow-tubing area, including but not limited to the design, location, construction, inspection, maintenance, and changing conditions of the snow-tube lanes and run-out area;
- grooming, snowmaking, lifts, and lift loading, riding, and unloading operations;
- padding or non-padding of natural and man-made obstacles, barriers and hazards on, adjacent to, or off the snow-tubing lanes;
- posting or failure to post warnings and signs;
- providing or failing to provide fences or other barriers, including the selection of the fencing/barrier materials;
- classification and labeling of snow-tube runs;
- maintaining or modifying variations in the surface, steepness, and pitch of snow-tube lanes and slopes; and
- conditions adjacent to and beyond the snow-tube run-out area, including the presence of light poles, posts, the conveyor tow, and snowmaking towers, risers and guns, and other snowmaking equipment, rocks and trees.

I accept full responsibility for any and all injuries or damages of any kind which may result from the use of the rental equipment or the participation in this sport, and I agree to **HOLD HARMLESS** the WILMOT MOUNTAIN RELEASEES for any injury or damage sustained by me, including death, while using the rental equipment and participating in this sport. I agree not to bring any action or lawsuit against any WILMOT MOUNTAIN 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, Wilmot Mountain offers an optional Snow-Tube 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 Wilmot Mountain 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 WILMOT MOUNTAIN 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 SNOW-TUBE 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 WILMOT MOUNTAIN, INC., 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/Guardian*: _____ Date: _____

*Parent or Guardian signature must accompany minor signature.