Buena Vista Ski Area

2026-2027 Helmet Rental Agreement
Assumption of Risk, Release of Liability, and Indemnification

PLEASE READ CAREFULLY BEFORE SIGNING
This Agreement Effects Your Legal Rights

Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

1) <u>USER ACKNOWLEDGMENTS</u>:

- I accept this equipment "AS IS."
- I agree not to transfer any rental equipment to any other user. In the event I do transfer any part of the equipment in violation of this agreement I agree to indemnify Buena Vista Ski Area against any claim, demand, losses, or damages arising out of the unauthorized use of this equipment.
- I will be responsible for the replacement at full retail value of any equipment not returned to Buena Vista Ski Area. I acknowledge my obligation to return this equipment by the agreed date in clean condition and agree to pay for any repairs in the event the equipment is damaged beyond normal wear and tear.
- **HELMET**: I understand that in order to function at its full capacity, this helmet must fit correctly. I agree that Buena Vista Ski Area has supplied a helmet that fits me properly. 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. 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-speed 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. 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.

2) <u>EXPRESS ASSUMPTION OF RISK</u>: I UNDERSTAND AND ACCEPT THAT THE ACTIVITIES ARE DANGEROUS and involve certain risks that cannot be eliminated regardless of the care taken to avoid injuries. The inherent risks associated with the Activities include, but are not limited to: walking or otherwise traveling within a ski area for purposes of engaging in Activities, loss of control; collisions with other persons; collisions with natural and man-made objects, whether padded or unpadded (including, without limitation, trees, rocks, stumps, holes, forest growth, downed timber, fences, posts, padded and non-padded barriers, lift equipment and towers, rope tows, light poles, snowmaking equipment, signs, buildings, and paved, wooden, gravel and dirt roads and walkways); collisions with over-snow vehicles (including, without limitation, groomers, snowmobiles, and utility or all-terrain vehicles); encountering marked and unmarked terrain features (including, without limitation, snowmaking mounds, moguls, jumps, ramps, half-pipes, rails, boxes, and other freestyle and terrain park features); encountering ice, bare spots, and debris; changes and variation in terrain and slope; changes and variation in weather, snow, surface, and lighting conditions; slips and falls on ice and snow; errors in loading, riding, or unloading a lift (including, without limitation, misloading, being struck by a chairlift, becoming entangled with equipment, and falling from a chairlift); the presence or absence of restraint bars on the chairlifts, and possible equipment failure and/or malfunction, including lift equipment and my own or rented or borrowed equipment. I understand that padding has limited protection and cannot prevent all injuries. Padding is there to inform and warn and will not protect me from injury. It is my responsibility to avoid padded, unpadded and other marked and unmarked objects. I understand that rescuing someone who has become unseated on a chairlift is difficult and dangerous and, should I become unseated, I accept that any rescue (whether one is attempted or not) may be unsuccessful. **I ACKNOWLEDGE AND ACCEPT** that Buena Vista Ski Area has no duty to protect me from the above risks or any other risks inherent to the Activities. **I UNDERSTAND AND ACCEPT** that such risks may cause **SERIOUS INJURY** including **PERMANENT DISABILITY, OR DEATH,** and **EXPRESSLY AND VOLUNTARILY ASSUME** all such risks, accepting for myself **FULL RESPONSIBILITY** for any loss or damage I may sustain.

3) <u>RELEASE OF LIABILITY</u>: I AGREE TO RELEASE BUENA VISTA SKI AREA including its owners, officers, directors, managers, employees, agents, volunteers, successors, and assigns (collectively, the "Releasees"), **FROM LIABILITY FOR RELEASEES' OWN NEGLIGENCE.** I understand that this means I am waiving my rights to sue Releasees for any for personal injury, disability, death, or property damage I may sustain in relation to my use of Buena Vista Ski Area's premises and facilities, use of rental equipment, or my participation in the Activities caused by Releasees' own negligent acts or omissions. I agree that this release applies to and is binding on any minor for whom I sign. I further agree to pay all costs and expenses, including attorneys' fees, incurred by Releasees in connection with any claim brought by or on behalf of me or any minor for whom I sign, in violation of this release of liability.

Please Sign Signature Page on Back

Buena Vista
Ski Area

2026-2027 Helmet Rental Agreement
Assumption of Risk, Release of Liability, and Indemnification

4) INDEMNIFICATION: I AGREE TO INDEMNIFY AND HOLD THE RELEASEES HARMLESS from liability for claims for personal injury, disability, death, or property damage arising out of my own negligence or the negligence of any minor for whom I sign, even if such claim also arises from or is alleged to arise from Releasees' own negligence. This includes paying all judgments, interests, costs and expenses, including attorneys' fees, incurred by Releasees in connection with any claim arising out of my own negligence or the negligence of any minor for whom I sign, even if such claim also arises or is alleged to arise from Releasees' own negligence.

5) MY RESPONSIBILITIES: I AGREE to follow and be bound by **"YOUR RESPONSIBILITY CODE,"** promulgated by the National Ski Areas Association and posted at Buena Vista Ski Area.

6) MISCELANEOUS PROVISIONS: If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable, all other parts will be given full force and affect. All matters arising out of or relating to this Agreement or my participation in the Activities will be governed by the laws of the State of Minnesota, and exclusive jurisdiction thereof will be in the district court residing in and for Beltrami County, Minnesota.

PARTICIPANT ACKNOWLEDGMENT AND SIGNATURE

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP SUBSTNATIAL LEGAL RIGHTS, INCLUDING MY RIGHT TO SUE THE RELEASEES FOR THEIR OWN NEGLIGENCE AND TO INDEMNIFY AND HOLD THE RELEASEES HARMLESS. I VOLUNTARILY SIGN WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Participant Printed Name	Participant Signature	Date	Age	Helmet #	Tech
1.					
2.					
3.					
4.					
5.					
6.					

FOR PARTICIPANTS UNDER THE AGE OF 18
PARENT/ AUTHORIZED ADULT ACKNOWLEDGMENT AND SIGNATURE

I AM THE PARENT OF THE MINOR NAMED ABOVE, OR AM AUTHORIZED TO SIGN ON BEHALF OF THE MINOR. I DESIRE FOR THE MINOR NAMED ABOVE TO PARTICIPATE IN THE ACTIVITIES AND BELIEVE IT IS IN HIS/HER/THEIR BEST INTEREST TO DO SO. I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. BY SIGNING BELOW, I GIVE THE MINOR NAMED ABOVE PERMISSION TO PARTICIPATE IN THE ACTIVITIES WITH THE UNDERSTANDING AND INTENTION THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE BINDING ON ME AND THE MINOR ON WHOSE BEHALF I AM SIGNING, INCLUDING THE EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY FOR RELEASEES' OWN NEGLIGENCE, AND INDEMNITY AGREEMENTS.

Parent/Authorized Adult Name (Print): Signature: Date: