

TYROL BASIN SKI RENTAL AGREEMENT

Name _____ Date _____

Street Address _____

City _____ State _____ Zip _____ Phone _____

THIS COLUMN
OFFICE USE ONLY

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

TOTAL PAID

Boot #	
Ski #	
Initial	

Boot Length			
SKIER CODE			
Setting	L Toe	R Toe	
	L Heel	R Heel	
Initial			

HELMET #

Height	
Weight	
Age	
Gender: M F	Shoe Size:

Skiing Type	Description	Please Check One
TYPE I	*Ski conservatively *Prefer Slower Speeds *Prefer easy, moderate slopes *Favor lower than average release/retention settings. This corresponds to an increased risk of inadvertent binding release in order to gain increased releasability in a fall. *Type 1 settings apply to entry-level skiers uncertain of their classification.	
TYPE II	*Ski moderately *Prefer variety of speeds *ski on varied terrain including difficult trails. *All skiers who do not meet ALL the descriptions of either Type I or Type III	
TYPE III	*Ski aggressively *Normally ski at high speeds *Prefer steeper and more challenging terrain *Favor higher than average release/retention settings. This corresponds to decreased releasability in a fall in order to gain a decreased risk of inadvertent binding release.	

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, LLC 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, express 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, which may result in 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, debris, fences, posts, trees, chairlift and surface lift equipment and towers, light poles, signs, buildings, roads and walkways, ramps, padded and non-padded barriers or obstacles, rails, boxes, jumps and other terrain features (including the angle and length of their approaches, take-off ramps and landing areas) both in and out of the terrain park, snow making and grooming equipment and operations, snowmobile operations, collisions with other persons and collisions with other natural and man-made hazards, and improperly-adjusted or malfunctioning equipment. I acknowledge that 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), and using common sense.

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 **RELEASE AND FULLY DISCHARGE** Tyrol Holdings, LLC, its owners, officers, shareholders, 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 **BREACH OF ANY EXPRESS OR IMPLIED WARRANTY** or the **NEGLIGENT ACT OR OMISSION** of any TYROL BASIN RELEASEE, including any **NEGLIGENT ACT OR OMISSION** in:

- the selection, installation, adjustment, inspection, maintenance, or repair of the rental equipment;
- 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 table tops and other jumps, including the angle and length of their approaches, take-off ramps and landing areas;
- the design, location, construction, inspection, and maintenance of all other terrain features, including the angle and length of their approaches, take-off ramps and landing areas;
- grooming, snowmaking, and snowmobile operations and equipment, the operation of chairlifts and handle tows and rope tows, and chairlift and handle tow and rope tow loading, riding, and unloading operations;
- the padding or non-padding of natural and man-made obstacles and hazards;
- the posting or failure to post warnings and signs, and the construction of or non-construction of fences or other barriers, including the selection of the construction materials; or
- the classification and labeling of trails, ski runs, and terrain features.

I accept full responsibility for any injury or damage which may result from use of the rental equipment, and I hereby **HOLD HARMLESS** the TYROL BASIN RELEASEES for any injury or damage sustained by me, including death, while using the rental equipment. I agree not to bring any action or lawsuit against any TYROL BASIN RELEASEE for any injury or damage.

I understand that for a fee of \$30.00 per person per day 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 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 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, 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's or Legal Guardian's Signature*: _____ Date: _____

*Parent or Guardian signature must accompany minor signature.

(updated 11/11/18)