

SON

AGREEMENT AND RELEASE OF LIABILITY

No. 94045

X

(Print name of person receiving lesson on above line)

I have voluntarily enrolled in a ski lesson offered by Black Hills Chairlift Company, D/B/A Terry Peak Ski Area. I am aware that my participation in the ski lesson and THE SPORT OF SKIING INVOLVES NUMEROUS RISKS OF INJURY, including, but not limited to, falls, loss of control, collisions with other skiers, and natural and man-made objects, and I FREELY ASSUME THOSE RISKS.

(Parent's initial)

As lawful consideration for being permitted to enroll in the ski lesson, I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NOT TO SUE BLACK HILLS CHAIRLIFT COMPANY, D/B/A TERRY PEAK SKI AREA, and all of their employees, agents and officers for any and all such injuries caused by or resulting from any participation in the ski lesson or the sport of skiing, whether or not such injury or death was caused by their negligence.

(Parent's initial)

I am aware that this contract is legally binding and that I AM RELEASING LEGAL RIGHTS BY SIGNING IT.

(Parent's initial)

Date _____

Signature of Student or Parent or Guardian, if Minor

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN IT UNLESS YOU UNDERSTAND IT.

THIS IS A LIABILITY RELEASE AGREEMENT. PLEASE READ CAREFULLY BEFORE SIGNING

No. 94045

- I accept for use as is the equipment listed on this form, and accept full responsibility for the care of the equipment while it is in my possession.
- I will be responsible for the replacement at full retail value of any equipment rented under this form, but not returned to Terry Peak Ski Area.
- I agree to hold harmless and indemnify Black Hills Chairlift dba Terry Peak Ski Area and its owners, agents and employees, as well as the manufacturers and distributors of this equipment, for any loss or damage, including any that results from claims for personal injury, death or property damage related to the use of this equipment.
- Student is not guaranteed to ride chair lift with an adult.
- I agree to return all rental equipment by the agreed date in clean condition to avoid any additional charges.
- I understand that there are inherent and other risks involved in the sport of snow sliding for which this equipment is to be used, that injuries are a common and ordinary occurrence of the sport, and I freely and voluntarily assume those risks.
- I understand that the ski-boot-binding system will not release at all times or under all circumstances where release may prevent injury, nor is it possible to predict every situation in which it will release, and it is, therefore, no guarantee of my safety.
- I hereby release from any legal liability Black Hills Chairlift dba Terry Peak Ski Area and its owners, agents and employees from any and all liability for damages and injury or death to myself or to any other person or property resulting from the selection, installation, adjustment, maintenance or use of this equipment, and for any claim based upon negligence, breach of warranty, contract, claim or product defect, or other legal theory, accepting myself, the full responsibility for any and all such damages or injury which may result.
- I understand that if renting a snowboard or snowblades, I am aware that it has a non-releasable boot-binding system and therefore will not release.
- I have made no misrepresentations to Black Hills Chairlift dba Terry Peak Ski Area in regards to my height, weight, age or skier type.
- I will verify that the visual indicators on my bindings correspond to the settings as shown on this rental form.
- All instructions on the use of my rental equipment have been made clear to me, and I understand the function of my equipment.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THE RENTAL AND LIABILITY RELEASE AGREEMENT ABOVE.

SIGNATURE OF RENTER _____

SIGNATURE OF CO-SIGNER _____ Date _____

(Parent, guardian or other responsible person if under age 18)