

HELMET RENTAL
RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

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

I, THE UNDERSIGNED, UNDERSTAND AND AGREE THAT BY SIGNING THIS RELEASE I AM WAIVING CERTAIN LEGAL RIGHTS, AND ENTER INTO THIS LEGAL CONTRACT ON MY OWN FREEWILL. THIS CONTRACT SHALL BE LEGALLY BINDING UPON ME, MY HEIRS, MY ESTATE, ASSIGNS, LEGAL GUARDIANS AND MY PERSONAL REPRESENTATIVES, AND IN THE EVENT THAT I AM SIGNING ON BEHALF OF ANY MINORS, THAT I HAVE FULL AUTHORITY TO DO SO, REALIZING ITS BINDING EFFECT ON THEM AS WELL AS MYSELF. I AGREE UNCONDITIONALLY TO ALL TERMS AS OUTLINED BELOW:

I understand that the sports of skiing, snowboarding and snow tubing and using ski area facilities, including the lifts (Recreational Snow Sports) involve inherent and other 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 relate 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.

I AGREE TO RELEASE, HOLD HARMLESS, DEFEND, AND INDEMNIFY Perfect North Slopes, Inc., its employees, owners, affiliates, agents, lessors, lessees, shareholders, 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. In the event that I am signing on behalf of any minors, I agree to indemnify, defend and hold harmless Perfect North Slopes, Inc. and all of its owners, officers, members, agents and employees, its lessors and lessees for any claim, suit, expense or loss which arises out of the participation or presence of minor at Perfect North Slopes. 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 ACCEPT FOR USE "AS IS" THE HELMET RENTED AND 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 AM AWARE THAT THIS HELMET WILL NOT PROTECT ME AGAINST UNAVOIDABLE AND INHERENT RISKS IN 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.

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 of any incident while wearing the helmet or damage otherwise inflicted upon the helmet, I agree to immediately cease use, return it to the Perfect North Slopes, Inc. Rental Dept. and provide a written report describing the incident.

I agree to return this helmet to the Perfect North Slopes, Inc. Rental Dept. 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.

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. The specific rights of the parties may vary from state to state. If any part of this agreement is found to be invalid or unenforceable, the remainder shall be given full force and effect. I further agree that any claim I may bring against Perfect North Slopes, Inc. shall be filed in the Circuit or Superior Court of Dearborn County, the State of Indiana and I further agree that only the laws of the State of Indiana shall apply in the construction or application of this agreement.

User Name: _____	Email: _____	Phone: _____
City: _____	State: _____	Zip: _____
Age: _____		
Signature: _____	Printed Name: _____	Date: _____
Parent/Guardian Signature Required if under 18		