



# Coffee Mill

Ski & Snowboard Resort

2022/2023 Equipment 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: \_\_\_\_\_

Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Shoe size \_\_\_\_\_

Ability of Skier/Snowboarder (check one):  Beginner (Type 1)  Intermediate (Type 2)  Expert (Type 3)

Helmet #	Tech(s)	Ski/Board #	Tech(s)	Boot #	Tech(s)	Din Setting#	Tech(s)
						Right	
						Left	

**1) USER ACKNOWLEDGMENTS:**

- I have been truthful in giving my height, weight, age, and ability.
- 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 Coffee Mill 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 Coffee Mill 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.
- **ALPINE SKI EQUIPMENT:** I understand that the ski boot/binding system will not release at all times or under all circumstances, that it is not possible to predict every situation in which the system will release, and the system is no guarantee that the user will not be injured.
- **SNOWBOARDING, CROSS COUNTRY & SNOWSHOE EQUIPMENT:** I understand that the snowboard boot/binding system is not designed or intended to release and will not release under normal circumstances. I understand that as the snowboard boot/bind system is a non-release system, it will not reduce the risk of injury during a fall.
- **HELMET:** I understand that in order to function at its full capacity, this helmet must fit correctly. I agree that [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.



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2) **EXPRESS ASSUMPTION OF RISK: I UNDERSTAND AND ACCEPT** that skiing and snowboarding in its various forms (the “Activities”) are **DANGEROUS** and involve certain risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks associated with the Activities include, but are not limited to: loss of control; collisions with other persons; collisions with natural and man-made objects (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); and possible equipment failure and/or malfunction, including lift equipment and my own or rented or borrowed equipment. **I ACKNOWLEDGE AND ACCEPT** that Coffee Mill 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 thereby.

3) **RELEASE OF LIABILITY: I AGREE TO WAIVE AND RELEASE ANY AND ALL CLAIMS** against Coffee Mill Ski Area, including its owners, officers, directors, managers, employees, agents, volunteers, successors, and assigns (collectively, the “Releasees”), for any personal injury, disability, death, or property damage I may sustain in relation to my use of Coffee Mill Ski Area premises and facilities, use of rental equipment, or participation in the Activities, resulting or arising from **ANY NEGLIGENT ACT OR OMISSION** of the Releasees. I promise not to make or bring any such claim against the Releasees and **FOREVER RELEASE AND DISCHARGE** the Releasees from liability under any such claims.

4) **INDEMNIFICATION: I AGREE TO DEFEND, INDEMNIFY, AND HOLD THE RELEASEES HARMLESS** against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorney fees), incurred by or awarded against the Releasees, arising out of or resulting from any claim brought by or on behalf of myself as well as any third-party claim related to my use of Coffee Mill Ski Area premises and facilities, use of rental equipment, or participation in the Activities, including any claim related to my or the Releasees’ 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 Coffee Mill Ski Area.

6) **MISCELLANEOUS 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 Wabasha 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 SUBSTANTIAL LEGAL RIGHTS, AND VOLUNTARILY SIGN WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Participant Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Age: \_\_\_\_\_

#### PARENT OR LEGAL GUARDIAN ACKNOWLEDGMENT AND SIGNATURE

**I AM THE PARENT/ LEGAL GAURDIAN OF THE MINOR NAMED ABOVE. I DESIRE FOR MY CHILD/ WARD TO USE THE RENTAL EQUIPMENT AND 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 MY CHILD/WARD PERMISSION TO USE THE RENTAL EQUIPMENT AND PARTICIPATE IN THE ACTIVITES WITH THE UNDERSTANDING AND INTENTION THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE BINDING ON ME AND MY CHILD/WARD.**

Parent or Legal Guardian Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Relationship to Minor: \_\_\_\_\_