

**MARQUETTE MOUNTAIN SKI AREA
RENTAL RELEASE OF LIABILITY, INDEMNITY AND MEDICAL AUTHORIZATION AGREEMENT**

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

- I, _____ Individually (and/or as Parent or Guardian of _____, a minor) (hereinafter individually and collectively "I", "my", "me"), understand and agree that the sports of skiing, snowboarding, snowshoeing, skiboarding, tele-mark, and all other sports and activities (collectively "Recreational Snow Sports") involve HAZARDS, RISKS and DANGERS that may involve physical INJURY, DEATH and PROPERTY DAMAGE. I hereby expressly assume and accept any and all risks and dangers associated with my participation in Recreational Snow Sports at Marquette Mountain, including but not limited to the possibility of personal INJURIES, DEATH and PROPERTY DAMAGE or in which relate in any way to the use of this equipment.
- I understand that a helmet designated for Recreational Snow Sports use, including those designed by Giro/Burton, may help reduce the risk of some types of injuries. I recognize that serious injury and death can result from low and high energy impacts, even when a helmet is worn. I understand that helmets do not protect against trauma to the face, neck and spine and that these features are inherent risks of using this equipment. I understand that to function at its full capacity the helmet must fit correctly and I agree that the helmet provided properly fits me and/or the minor.
- I understand and agree that a binding system cannot guarantee the user's safety. In Recreational Snow Sports, the binding system will not release or retain at all times or under all circumstances where release or retention may prevent injury or death, nor is it possible to predict every situation in which it will release or retain, and I agree that these features are inherent risks of Recreational Snow Sports. In Recreational Snow Sports utilizing equipment with non-release bindings, the binding system will not ordinarily release during use; these bindings are not designated to release as a result of forces generated during ordinary operation, and I agree that these features are inherent risks of Recreational Snow Sports.
- I accept for use AS IS the equipment listed on this form, without any warranties other than those stated in this agreement, and I accept full financial responsibility for the care of the equipment while it is in my possession. I shall be responsible for the replacement at full value of any equipment rented but not returned to the rental facility and I shall be responsible for the replacement at full value of any equipment that is returned damaged. I agree to return all rental equipment by the agreed date.
- ADULT/PARENT/GUARDIAN:** In consideration of Marquette Mountain allowing me to use the listed equipment and Marquette ski lifts, slopes, terrain parks, restaurants, parking and all other facilities, I agree to **Release, Hold Harmless, Indemnify and Defend** the Manufacturers and Distributors of the equipment, Peter E. O'Dovero Inc. d/b/a Marquette Mountain, and their employees, owners, officers, representatives, directors, shareholders, agents, volunteers and vendors (collectively "Providers"), from any and all claims, actions, losses, suits, damages, and allegations, including claims or actions brought by a minor, and claims related to or arising from incidents that occurred prior to, on and/or following the date of this release, including, but not limited to: allegations of negligence, including the negligence of Providers, breach of contract, breach of any statutory or other duty of care and breach of express or implied warranty. I further agree to **Indemnify, Hold Harmless and Defend** Providers from any damages, costs or expenses, including actual attorney fees and costs, without limitation, which Providers sustain as a result of my and/or the minor's use of the above listed equipment.
- I agree not to allow the equipment to be used by any other person other than the user designated in this agreement. In the event that the equipment is used by another person, I certify that I am signing as agent or legal guardian for the user, I promise to provide this form and all warnings and information to the user, and I agree to **Release and Agree to Hold Harmless, Indemnify and Defend** Providers from any claims, demands or damages resulting from or related to the use of the equipment by another person. In the event of an accident while using the equipment or damage otherwise inflicted on the equipment, I agree to immediately cease use, return it to the rental facility and provide a written report detailing the incident.
- I understand this **Release of Liability, Indemnity and Medical Authorization Agreement** ("Agreement") shall be binding upon my assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives and administrators and may be pled by Providers as a complete bar and defense against any and all claims, demands, or causes of action by or on my behalf. Any provision of this Agreement which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect. I acknowledge that this activity is taking place in the State of Michigan and I further agree that only the laws of the State of Michigan shall apply in the construction or application of this Agreement.

I HAVE READ THE FOREGOING AGREEMENT, UNDERSTAND ITS CONTENTS AND THAT IT IS A CONTINUING RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I HAVE THE AUTHORITY TO ENTER INTO IT ON MY BEHALF AND/OR ON BEHALF OF THE MINOR. I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

User Name (Print): _____ User/Agent Signature: _____ Date: _____
 Parent/Guardian Name (Print): _____ Parent/Guardian Signature: _____ Date: _____

ALL INFORMATION BELOW MUST BE ACCURATE FOR EQUIPMENT TO BE SET SAFELY										
LAST NAME					FIRST NAME					
HOME STREET ADDRESS										
CITY			STATE		ZIP		HOME PHONE (INCLUDE AREA CODE)			
GROUP NAME					DRIVER'S LICENSE #			Skier Type (check one)		
Weight		Height		Age		Shoe Size		Snow Board Stance		
Lbs.		ft. in.						Regular (Left Foot First) Coofy (Right Foot First)		
								I II III		
Skier Code		Final Settings		SKIS - BOARD - SKIBOARDS - TELE-MARK - SNOWSHOE					Poles Leash	
				BOOTS						
Requested Settings (Initials Required)				ALL FUNCTIONAL PROCEDURES HAVE BEEN COMPLETED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS						
				TECHNICIANS SIGNATURE			DATE			
Acknowledgement of Personal Information and Equipment Instructions: I have accurately represented the above listed information and it is true and correct. I will not use any of the equipment to be provided to me during this transaction until I have received instruction on its use and I fully understand its use and function. I agree to verify that the visual indicators settings to be recorded on this form for downhill ski equipment agree with the number appearing in the visual windows of the equipment to be listed on this form.										
<input checked="" type="checkbox"/>					<input checked="" type="checkbox"/>					
USER'S SIGNATURE					PARENT'S SIGNATURE IF USER IS MINOR					
DATE					DATE					