

**GROUP NAME**

**ROCK SNOW PARK SKI RENTAL AGREEMENT**

**Participant Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Emergency Phone #:** \_\_\_\_\_ **Age:** \_\_\_\_\_

**PAID**

<b>Height</b>	
<b>Weight</b>	
<b>Boot Size</b>	

Skiing Type	Description	Please Check One
<b>TYPE I</b>	*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.	<input type="checkbox"/>
<b>TYPE II</b>	*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	<input type="checkbox"/>
<b>TYPE III</b>	*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.	<input type="checkbox"/>

**A. EQUIPMENT RENTAL AGREEMENT.**

I accept for use in its **AS IS** condition the equipment I am renting 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 Rock Snow Park 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 Rock Snow Park only. This same release may be used at Little Switzerland.

Renter's Signature: \_\_\_\_\_

Parent's or Legal Guardian's Signature\*: \_\_\_\_\_

**\*Parent or Guardian signature must accompany minor signature (under 18 years of age)**

**B. RELEASE OF LIABILITY.**

I understand that skiing in its various forms, including snowboarding, involves risks, dangers, and hazards that may cause 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, rocks, stumps, debris, fences, posts, trees, lift equipment and towers, the operation of chairlifts, and chairlift loading, riding, and unloading operations, including the presence or absence of restraint bars on the chairs, light poles, signs, buildings, ramps, roads and walkways, rollers and terrain features, including rails, bonks, boxes, corrugated pipes, cylinders, vehicle features, stair sets, wall rides, table top, step up and step down jumps, hips and other forms of jumps, including their height, the location of the start point, and the angle of their approaches and the angle and length of their take-off ramps and landing areas, and other terrain features, padded and non-padded obstacles, snowmaking, grooming, and snowmobile equipment and operations, and collisions with other persons and other natural and man-made hazards, including collisions with people and obstacles adjacent to and off the skiable terrain, such as snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, rocks and trees, and improperly-adjusted and malfunctioning equipment. I acknowledge 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), obeying the Wisconsin Skier Safety Act, and using common sense.

For ski rentals, 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 Rock Snow Park (or Little Switzerland) and the use of its facilities, I **RELEASE AND FULLY DISCHARGE ROCK SNOW PARK LLC, SCHMITZ BROTHERS, LLC, its owners, officers, shareholders, agents and employees (collectively the "ROCK SNOW PARK RELEASEES") from any liability resulting from any personal injury to myself, including death, which is caused by any NEGLIGENT ACT OR OMISSION of any ROCK SNOW PARK RELEASEE, with respect to:**

- 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 rails, boxes, corrugated pipes, cylinders, vehicle features, stair sets, wall rides, rollers, and table tops and other jumps, including their height, their start location, the angle of their approaches and the angle and length of their take-off ramps and landing areas;
- grooming, snowmaking, and snowmobile equipment and operations;
- the operation of chairlifts, and chairlift loading, riding, and unloading operations, including the presence or absence of restraint bars on the chairs;
- the padding or non-padding of natural and man-made obstacles and hazards on, adjacent to, or off the skiable terrain;
- the posting or failure to post warnings, signs, and the construction of fences or other barriers, including the selection of the construction materials, or the failure to construct fences or other barriers;
- the classification and labeling of trails, ski runs, and terrain features; and
- the presence of snowmaking pipes, hydrants, guns, wands, other snowmaking equipment, light posts, rocks, and trees on and adjacent to the ski runs.

I accept full responsibility for any personal injury which may result from use of the rental equipment, and I hereby **HOLD HARMLESS the ROCK SNOW PARK RELEASEES** for any personal injury sustained by me, including death, while using the rental equipment, caused by the negligence of any **ROCK SNOW PARK RELEASEE**. I agree not to bring any action or lawsuit against any **ROCK SNOW PARK RELEASEE** for any personal injury caused by the **NEGLIGENT ACT OR OMISSION** of any **ROCK SNOW PARK RELEASEE**.

I understand that for a fee of \$25.00 in addition to the normal rental price, Rock Snow Park 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 Rock Snow Park 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 **ROCK SNOW PARK 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 SKI 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, INCLUDING THE RIGHT TO SUE ROCK SNOW PARK LLC OR SCHMITZ BROTHERS, LLC, ITS OWNERS, OFFICERS, SHAREHOLDERS, AGENTS OR EMPLOYEES FOR NEGLIGENT ACTS OR OMISSIONS.**

**CAUTION: READ BEFORE SIGNING!**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!**

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Legal Guardian Signature\* \_\_\_\_\_ Date: \_\_\_\_\_

**\*Parent or Guardian signature must accompany minor signature (under 18 years of age)**

*(updated 9/2017)*

**OFFICE USE ONLY**

**ROCK SNOW PARK SNOW SCHOOL RELEASE OF LIABILITY**

<b>1) DATE:</b>			
<b>BOOTS</b>		<b>SKIS</b>	
Size			
Length		Setting	
Boot #		Initial	
Initial		Helmet #	Pole #
<b>2) DATE:</b>			
<b>BOOTS</b>		<b>SKIS</b>	
Size			
Length		Setting	
Boot #		Initial	
Initial		Helmet #	Pole #
<b>3) DATE:</b>			
<b>BOOTS</b>		<b>SKIS</b>	
Size			
Length		Setting	
Boot #		Initial	
Initial		Helmet #	Pole #
<b>4) DATE:</b>			
<b>BOOTS</b>		<b>SKIS</b>	
Size			
Length		Setting	
Boot #		Initial	
Initial		Helmet #	Pole #
<b>5) DATE:</b>			
<b>BOOTS</b>		<b>SKIS</b>	
Size			
Length		Setting	
Boot #		Initial	
Initial		Helmet #	Pole #
<b>6) DATE:</b>			
<b>BOOTS</b>		<b>SKIS</b>	
Size			
Length		Setting	
Boot #		Initial	
Initial		Helmet #	Pole #

I understand that there are risks, dangers, and hazards associated with the sport of skiing in its various forms including snowboarding, that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in this sport and in this snow school. In consideration of my participation in classes, instruction and/or lessons by the Snow School and use of Rock Snow Park (or Little Switzerland) facilities, **I RELEASE AND FULLY DISCHARGE ROCK SNOW PARK LLC, SCHMITZ BROTHERS, LLC, its owners, officers, shareholders, instructors, agents, and employees (collectively the "ROCK SNOW PARK RELEASEES") from any liability resulting from any personal injury which is caused by any NEGLIGENT ACT OR OMISSION of any ROCK SNOW PARK RELEASEE with respect to:**

- the preparation, organization, coordination, operation or supervision of the Rock Snow Park (or Little Switzerland) Snow School, its instructors, or its classes, instructions or lessons;
- classes, instructions or lessons given or not given to me;
- the selection of the ski run for the lesson(s);
- 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 rails, boxes, corrugated pipes, cylinders, vehicle features, stair sets, wall rides, rollers, and table tops and other jumps, including their height, their start location, the angle of their approaches and the angle and length of their take-off ramps and landing areas;
- grooming, snowmaking, and snowmobile equipment and operations;
- the operation of chairlifts, and chairlift loading, riding, and unloading operations, including the presence or absence of restraint bars on the chairs;
- the padding or non-padding of natural and man-made obstacles and hazards on, adjacent to, or off the skiable terrain;
- the posting or failure to post warnings, signs, and the construction of fences or other barriers, including the selection of the construction materials, or the failure to construct fences or other barriers;
- the classification and labeling of trails, ski runs, and terrain features; and
- the presence of snowmaking pipes, hydrants, guns, wands, other snowmaking equipment, light posts, rocks, and trees on and adjacent to the ski runs.

I accept full responsibility for any personal injury which may result from my participation in the Snow School and its classes, instructions, and lessons, and I hereby **HOLD HARMLESS THE ROCK SNOW PARK RELEASEES** from any personal injury sustained, including death, caused by the negligence of any **ROCK SNOW PARK RELEASEE**, while participating in the Snow School. **I agree not to bring any action or lawsuit against any ROCK SNOW PARK RELEASEE for any personal injury caused by the NEGLIGENCE of any ROCK SNOW PARK RELEASEE.**

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 **ROCK SNOW PARK RELEASEE**.

I understand that for a fee of \$25.00 in addition to the normal snow school fee, Rock Snow Park offers a Snow School Agreement without the signing of a release of liability. In signing this Release of Liability, I acknowledge I am aware of this option offered by Rock Snow Park and hereby waive my right to purchase said option.

**I HAVE CAREFULLY READ THIS SNOW SCHOOL RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS SNOW SCHOOL RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ROCK SNOW PARK LLC, SCHMITZ BROTHERS, LLC, ITS OWNERS, OFFICERS, SHAREHOLDERS, INSTRUCTORS, AGENTS OR EMPLOYEES FOR ACTS OF NEGLIGENCE.**

**CAUTION: READ BEFORE SIGNING!**  
**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!**

Participant's Name (printed) \_\_\_\_\_

Participant's Signature\*\* \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*Parent or Guardian signature must accompany minor signature (under 18 years of age) below in Parent Agreement and Chairlift Permission & Release\*\***

**PARENT AGREEMENT**

As parent and/or legal guardian of the above-named minor participant, I hereby give permission for my child or ward to participate in classes, instructions and/or lessons by the Rock Snow Park (or Little Switzerland) Snow School. I have read and understand the above **ROCK SNOW PARK SNOW SCHOOL RELEASE OF LIABILITY** and, on my behalf and on behalf of my child or ward, I agree to all terms contained therein. I represent I have full authority to sign on behalf of my child or ward, realizing this Release of Liability is binding upon my child or ward as well as myself. **I, on behalf of myself and my child or ward, agree not to bring any action or lawsuit against ROCK SNOW PARK LLC, SCHMITZ BROTHERS, LLC, its owners, officers, shareholders, instructors, agents or employees for any personal injury suffered by my child or ward or myself, caused by the NEGLIGENCE of any ROCK SNOW PARK RELEASEE.**

**\*\*Parent's or Legal Guardian's Signature\*\*:**

\_\_\_\_\_ Date: \_\_\_\_\_

**CHAIRLIFT PERMISSION AND RELEASE**

I understand and accept that during the course of the Rock Snow Park (or Little Switzerland) Snow School lessons my child might progress to a hill with a chairlift. I give permission for \_\_\_\_\_ to ride a chairlift "UNACCOMPANIED" by an adult.

**\*\*Parent's or Legal Guardian's Signature\*\***

\_\_\_\_\_ Date: \_\_\_\_\_

