

Clark County, Wisconsin
Title: Release of Liability – Bruce Mound – Rental
Date: 08/2019

Release of Liability

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

I understand and agree that skiing, including snowblading, snowboarding, and tubing, involves risks that may cause property damage and personal injury that may have lasting consequences or death and that injuries are a common and ordinary occurrence. Risks may include, but are not limited to, changes in terrain, weather and snow surfaces, ice, water, moguls, bare spots, rocks, stumps, debris, fences, posts, trees, animals, lift equipment and towers, ropes, pulleys, tubes, the operation of chairlifts, and chairlift loading, riding, and unloading operations, including the presence or absence of restraint bars on the chairs, lights, light poles, signs, buildings, ramps, roads, walkways, terrain features, including rails, boxes, corrugated pipes, cylinders, dance floors, wall rides, rollers, and table tops and other 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 (collectively, "Skiing Risks"). I understand Skiing Risks can be reduced with training and complying with the Wisconsin Skier Safety Act (Wis. Stat. 167.33).

I understand and agree to the following about the rental and use of skis, snowboards, snowblades, boots, bindings, and helmet from Clark County (collectively, "Rental Equipment"):

1. The boots and bindings cannot release or retain in all situations where release or retention may prevent property damage or injury resulting in no guarantee as to the safety of my property or person with the undesired release or retention being an inherent risk of skiing.
2. Snowboard boots and bindings are not intended to release in a fall or upon impact.
3. No helmet can protect against all foreseeable impacts and helmets do not guard against injury to the neck, spine, face, or other parts of my body. My helmet has been properly fitted and must be worn properly. If my helmet is damaged or involved in an accident, I will stop using the helmet, return the helmet, and report the accident or damage.
4. If Rental Equipment is used by someone other than me, I will provide them with this release.
5. I will use the Rental Equipment for its intended use and as-is with no warranties or representations, expressed or implied, and accept full responsibility for the use of the Rental Equipment while in my possession. I will be responsible for the replacement of the Rental Equipment if unreasonably damaged or not returned as agreed upon.
6. I inspected the Rental Equipment before use and found the Rental Equipment to be in good working condition.
7. I was provided an opportunity to ask questions about how to use the Rental Equipment before use.

I accept and fully assume all responsibility for any property damage or any personal injury which may result from use of Rental Equipment. I agree to indemnify, hold harmless, and defend Clark County, its employees, agents, and officials (collectively "Clark County representatives") for any property damage or any personal injury sustained by me, including death, which is caused by any negligence of Clark County representatives with respect to use of Rental Equipment.

I release and fully discharge Clark County representatives from any liability resulting from any property damage or any personal injury to myself, including death, which is caused by any negligence of Clark County representatives with respect to the use of the Rental Equipment.

I understand nothing in this release should be construed as releasing, discharging, or waiving any claims I may have that are caused by the reckless or intentional acts of Clark County representatives subject to Wisconsin laws. I agree this release is binding upon myself, my children, heirs, executors, and assigns.

PARENT/GUARDIAN: If I am signing this release as a parent of a minor or guardian, I represent I have full authority to do so knowing this release is binding upon myself and the minor or ward. I, as a parent of a minor or guardian, have read and understand this release and, on behalf of myself and the minor or ward, I agree to the release's terms. In doing so, I agree to release and fully discharge Clark County representatives under the terms herein. I accept and fully assume all responsibility for any property damage or any personal injury to the minor or ward which may result from use of the Clark County facilities. I agree to indemnify, hold harmless, and defend Clark County representatives for any property damage or any personal injury sustained by the minor or ward, including death, which is caused by any negligence of Clark County representatives with respect to use of Rental Equipment.

I have carefully read this release of liability, had the opportunity to ask questions about this release, had the opportunity to bargain/negotiate the terms of this release, and understand and agree to this release's terms. I am fully aware that by executing this release of liability, I am waiving certain legal rights I may have, including the right to sue Clark County representatives for certain claims.

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Participant's Signature

Date

Participant's Name (written or typed)

Parent or Guardian's Signature (if participant is a minor or a ward)

Parent or Guardian's Name (written or typed)