

# SUNBURST SKI RENTAL AGREEMENT AND RELEASE OF LIABILITY 2015-2016

## A. EQUIPMENT RENTAL AGREEMENT.

I accept for use in its **AS IS** condition the equipment listed on this form 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 Sunburst 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 Sunburst only.

Renter's Signature: \_\_\_\_\_  
Parent's or Legal Guardian's Signature\*: \_\_\_\_\_  
\*Parent or Guardian signature must accompany minor signature

## 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, dance floors, 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, 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 Sunburst and the use of its facilities, **I RELEASE AND FULLY DISCHARGE Friedl Ski Ventures, LLC d/b/a Sunburst, and eco Land Holdings, LLC, their owners, officers, shareholders, agents and employees (collectively the "SUNBURST RELEASEES") from any liability resulting from any personal injury to myself, including death, which is caused by any NEGLIGENT ACT OR OMISSION of any SUNBURST RELEASEE, with respect to:**

- the selection, installation, adjustment, inspection, maintenance and repair of the rental equipment;
- 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, tube jams, 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;
- the loading, riding, and unloading of surface lifts;
- 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 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 SUNBURST RELEASEES for any personal injury sustained by me, including death, while using the rental equipment, caused by the negligence of any SUNBURST RELEASEE. **I agree not to bring any action or lawsuit against any SUNBURST RELEASEE for any personal injury caused by the NEGLIGENCE of any SUNBURST RELEASEE.**

I understand that for a fee of \$25.00 in addition to the normal rental price, Sunburst 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 Sunburst 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 SUNBURST 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 FRIEDL SKI VENTURES, LLC d/b/a SUNBURST, eco LAND HOLDINGS, 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's or Legal Guardian's Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

\*Parent or Guardian signature must accompany minor signature.

(10/15)