

# MONT DU LAC RESORT CUSTOMER HELMET RENTAL RELEASE OF LIABILITY

**CAUTION: READ BEFORE SIGNING!**  
**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.**

## A. EQUIPMENT RENTAL AGREEMENT.

I UNDERSTAND THAT IN ORDER TO FUNCTION AT ITS FULL CAPACITY, THIS HELMET MUST FIT CORRECTLY, AND I AGREE THAT THE PERSON WHO HAS PROVIDED ME WITH THE HELMET ("PROVIDER") HAS SUPPLIED A HELMET THAT PROPERLY FITS ME. I AGREE THAT THE PROVIDER HAS EXPLAINED TO ME THAT THIS HELMET WILL NOT PROTECT ME AGAINST UNAVOIDABLE AND INHERENT RISKS IN RECREATIONAL SNOW SPORTS (SKIING, SNOWBOARDING AND SNOW TUBING). 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.

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.

I agree to return this helmet to the rental facility by the agreed date in clean condition and understand that I am responsible and will be held accountable for the full retail value of the helmet if I fail to return it. I recognize my responsibility to pay for any repairs if the helmet is damaged beyond normal wear and tear during my rental period.

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

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

\*Parent or Guardian signature must accompany minor signature.

## B. RELEASE OF LIABILITY.

I understand the sports of skiing, snowboarding and snow tubing, ("Recreational Snow Sports") involve inherent risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of personal injury that may result from participating in Recreational Snow Sports, which are related in any way to the use of this equipment.

I understand that skiing in its various forms, including snowboarding, and snow-tubing 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, mini pipes 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, service roads 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. 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-energy 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 this helmet does not protect against trauma to any other part of my body, including my neck, face and spine, and that these limitations are UNAVOIDABLE AND INHERENT RISKS of any activity in which this helmet will be used.

In consideration of the rental of said helmet, I RELEASE, FULLY DISCHARGE AND COVENANT NOT TO SUE DL RESTAURANT AND BAR, DBA MONT DU LAC SNOWSPORTS, DL SKIING LLC, FL HOLDINGS LLC AND MONT DU LAC RESORT, their owners, officers, shareholders, agents and employees (collectively the "MONT DU LAC RESORT RELEASEES") from any liability resulting from any personal injury to myself, including death, which is caused by any NEGLIGENT ACT OR OMISSION of any MONT DU LAC RESORT RELEASEE, with respect to:

- 1) The fitting and sizing of said helmet,
- 2) Instruction given or not given to me relative to the fitting and wearing of the helmet,
- 3) The design construction and manufacture of the helmet,
- 4) The materials utilized in the manufacture and design of the helmet, and
- 5) The condition of the helmet.

I understand that for a fee of \$20.00 per helmet per day, in addition to the normal helmet rental price, Mont du Lac Resort offers an optional helmet 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 Mont du Lac Resort and hereby waive my right to purchase the same.

In accordance with Wisconsin law, nothing in this Release should be construed as releasing, discharging, or waiving any claims I might have for reckless or intentional acts on the part of DL Restaurant and Bar, DBA Mont du Lac Snowsports LLC, DL Skiing LLC, FL Holdings LLC and Mont du Lac Resort or any Provider.

I agree not to transfer the helmet for use by any other person.

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 READ THIS HELMET RELEASE OF LIABILITY AND FULLY UNDERSTAND AND AGREE TO ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE, I AM WAIVING CERTAIN LEGAL RIGHTS FOR MYSELF AND/OR MY CHILD.**

**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

(10/18)