



# 2019-2020 Daily Alpine Lift & Cross-Country Trail Pass Agreement, Release of Liability, and Indemnification

Please read carefully, this is a Release of Liability, Indemnification & Waiver of Legal Rights

- I understand and accept that alpine skiing, snowboarding, cross country skiing, snowshoeing and fat biking in their various forms are HAZARDOUS SPORTS that have many dangers and risks. I realize that injuries are a common and ordinary occurrence of these sports and that severe injury, including death, is an inherent risk of skiing, snowboarding, cross country skiing, snowshoeing and/or fat biking. **I expressly assume all risk associated with skiing, snowboarding, cross country skiing, snowshoeing and/or fat biking**, including without limitation, the risks and inherent dangers associated with skiing, snowboarding, cross country skiing, snowshoeing and/or fat biking and riding the lifts. These risks include, but are not limited to, changes in terrain, weather and snow surfaces, changes in lighting conditions, ice, moguls, bare spots, debris, fences, posts, trees, lift equipment and towers, rope tows, light poles, signs, buildings, roads and walkways, ramps, half-pipes, padded and non-padded barriers, jumps, rails, boxes, and other terrain features, grooming equipment, snowmobiles, utility or all-terrain vehicles, collisions with other persons, and other natural and man-made hazards, possible equipment failure and/or malfunction of my own or rented or borrowed equipment. Riding a chair lift has additional risks including but not limited to embarking, riding and disembarking from a moving chairlift, falling, being thrown from the chair lift, improper use of equipment, slipping, tripping or being hit by the chairlift. I agree to follow, and be bound by, Your Responsibility Code promulgated by the National Ski Areas Association and posted at this ski area. \_\_\_\_\_INITIAL
- In consideration of being allowed to use the area facilities and premises at Giants Ridge, and specifically in exchange for the opportunity to obtain a day or multi-day lift pass or trail pass, **I agree to release the Department of Iron Range Resources and Rehabilitation state agency, Guest Services Management, LLC** (and its employees and affiliates) and the Giants Ridge Recreation Area (collectively "Giants Ridge") and its agents, employees and officers **from any and all liability for personal injury, death or property damage** which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or my participation in skiing, snowboarding, cross country skiing, snowshoeing and/or fat biking, or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result. This release applies to all claims resulting from anything that happens after the execution of this agreement. \_\_\_\_\_INITIAL
- To the extent I am signing on behalf of a minor, I hereby release Giants Ridge from any and all liability for personal injury, death or property damage sustained by said minor which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or the minor's participation in skiing, snowboarding, cross country skiing, snowshoeing and/or fat biking, or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result. \_\_\_\_\_INITIAL of Parent or Guardian.
- I further agree to **defend, indemnify and hold harmless Giants Ridge** from any and all claims, demands, losses, damages and liabilities, contribution or otherwise with respect to **personal injury, death or property damage** arising from my or a minor's on whose behalf I signed, participation in skiing, snowboarding, cross country skiing, snowshoeing and/or fat biking, or other activities at Giants Ridge. I promise not to sue Giants Ridge and further agree that if anyone is physically injured or property is damaged while I am engaged in any activity at Giants Ridge I will have no right to make a claim or file a lawsuit against Giants Ridge. I agree to defend and indemnify Giants Ridge for any and all claims, including subrogation and/or derivative claims brought by any third party or insurer, which I may cause. \_\_\_\_\_INITIAL
- In accordance with Minnesota law, nothing in this Release of Liability should be construed as releasing, discharging or waiving any claims I may have for conduct that constitutes greater than ordinary negligence on the part of Giants Ridge, or its agents, employees and officers.
- This Release of Liability is governed by the Laws of the State of Minnesota and is intended to be interpreted as broadly as possible. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.
- I hereby release Giants Ridge, Guest Services Management, LLC, and the Department of Iron Range Resources and Rehabilitation to take my photograph, and/or that of my minor child/children, and use the image(s) in its promotional materials and publicity efforts, including but not limited to billboards, brochures, magazines, website, social media (i.e. Facebook), and any and all other promotional materials related to Giants Ridge. I understand that use of these images will not be reimbursed in the form of any cash, goods or services.

**I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.**

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Date

**Parent/Guardian:** If the participant is a minor, I verify that I have the authority to enter into this agreement on behalf of the minor and I agree to be bound by all terms and conditions of this agreement.

\_\_\_\_\_  
Parent/Guardian's Signature

\_\_\_\_\_  
Parent/Guardian's Printed Name

\_\_\_\_\_  
Date

**MINOR PARTICIPANT**

**TO BE COMPLETED IF PARTICIPANT IS A MINOR**

**ACKNOWLEDGMENTS AND AGREEMENTS OF MINOR PARTICIPANT**

You acknowledge that you have read the entirety of this Agreement, **including page one** (Initial Here \_\_\_\_\_) of this Agreement. Moreover, you acknowledge that you have shown both pages of this Agreement to your parent or legal guardian and asked him/her to read both pages carefully.

By signing your name, you are confirming that you understand the waiver and release, indemnification, as well as the assumption-of-the-risk language, on page one of this Agreement and you acknowledge and agree that the waiver and release, as well as the assumption-of-the-risk language, apply to you. By signing your name below, you are also confirming that, if you have any questions about the meaning of any language on page one or page two of this Agreement, you have asked for and received clarification of that meaning from your parent or legal guardian.

**MINOR PARTICIPANT (to be filled out if you, the participant, are a minor):**

\_\_\_\_\_  
Print Name Signature Age

\_\_\_\_\_  
Print Name Signature Age

\_\_\_\_\_  
Print Name Signature Age

**ACKNOWLEDGMENTS AND AGREEMENTS OF MINOR PARTICIPANT’S PARENT/LEGAL GUARDIAN/CHAPERONE**

The undersigned acknowledges that he/she is the parent/legal guardian or chaperone of the minor participant. The undersigned also acknowledges that he/she has reviewed both pages of this Agreement with the minor participant and explained the entire Agreement to the minor participant.

**Parent or Legal Guardian:** The undersigned understands the entirety of this Agreement and permits the minor to participate with the intent that all terms and conditions of this Agreement will be binding on the minor participant and the undersigned, and/or any claim or lawsuit arising out of the participation by the minor for whom you are the parent/legal guardian. **You agree to defend and indemnify Giants Ridge from any claim or lawsuit brought by or on behalf of the minor for whom you are the parent/legal guardian.** Furthermore, the undersigned agrees that he/she will release, indemnify, and hold harmless Giants Ridge in a manner consistent with the terms and conditions set forth in this Agreement.

**Chaperone:** The undersigned agrees and acknowledges that he/she has discussed all of the terms of this Agreement with the minor participant’s parent/legal guardian and has received express authority from the parent/legal guardian to (a) review and explain both pages of this Agreement with the minor participant; (b) sign this Agreement on behalf of the parent/legal guardian; (c) and bind the parent/legal guardian to defend and indemnify Giants Ridge from any claim or lawsuit brought by or on behalf of the minor and/or any claim or lawsuit arising out of the minor’s participation. The undersigned also agrees that the minor participant’s parent/legal guardian has expressly agreed to release, indemnify and hold harmless Giants Ridge in a manner consistent with the terms and conditions set forth in this Agreement.

The Chaperone further agrees that if a claim or lawsuit is brought by or on behalf of the minor and/or arising out of the minor’s participation and the parent/legal guardian denies that he/she gave you the express authority and agreements identified in the previous paragraph, you agree to defend and indemnify Giants Ridge in the claim and/or lawsuit and to reimburse Giants Ridge for its legal costs and fees in responding to or defending against such claim and/or lawsuit.

**MINOR PARTICIPANT’S PARENT/LEGAL GUARDIAN/CHAPERONE:**

\_\_\_\_\_  
Print First Name Print Last Name

\_\_\_\_\_  
Signature Age Date