

FREQUENT RENTAL AND TICKET AGREEMENT FOR 2019-2020 (NO RELEASE)

By signing this Agreement one time, I agree to be bound by the terms contained hereinafter whenever I rent ski and/or snowboard equipment from Sunburst during the 2019-2020 ski season. It is my intent that this Agreement is binding on me on each and every occasion which I rent ski and/or snowboard equipment during the 2019-2020 ski season.

I understand I must abide by the terms of the rental agreement which I will complete for each rental of equipment. By executing this form one time, I accept for use in its AS IS condition the equipment which I rent on each occasion and accept full 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 from Sunburst which is not returned. I agree to reimburse Sunburst for any loss or damage of any kind to the rental equipment, other than reasonable wear and tear. I agree to return all equipment on the agreed date for each rental, in clean condition, to avoid additional charges. I agree that the rented equipment will be used for the purpose of skiing and/or snowboarding at Sunburst only.

I understand skiing in its various forms, including snowboarding, involves risks, dangers, and hazards that may cause serious personal injury or death and 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, terrain features, including rails, boxes, corrugated pipes, cylinders, dance floors, wall rides, rollers, and table tops, step-up and step-down jumps, and other jumps, including their height, the location of the start point, 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. 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.

In **downhill skiing**, the boot/binding system I rent 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. The same boot/binding system will not reduce the risk of injury to my knees or other parts of my body. The same 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. In **snowboarding**, the boot/binding system I rent will not release during use, nor is it designed or intended to release in falls or accidents, or protect against any type of injury. The boot/binding system I rent in either circumstance CANNOT GUARANTEE MY SAFETY.

I HAVE CAREFULLY READ THIS FREQUENT RENTAL AND TICKET AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS.

Signature: _____ Date: _____