



RENTAL AGREEMENT WAIVER AND RELEASE AND ASSUMPTION OF RISK

APPLICABILITY: This Rental Agreement Waiver and Release and Assumption of Risk applies to Continental Ski & Bike, its officers, directors, employees or other agents and also to any other entity or person who rents bicycles owned or provided by Continental Ski & Bike or its related entities, if any.

SOLE USE: I, ("customer"), will not allow anyone other than the named participant to use the equipment in any manner unless that person has previously signed a Rental Agreement, Waiver and Release and Assumption of Risk.

EQUIPMENT: Wherever used herein, the term "equipment" shall include any equipment rented from Continental Ski and Bike. The customer understands and agrees that the equipment described in this contract remains the property of Continental Ski and Bike and that the failure by the customer to return said equipment to Continental Ski and Bike within the time provided in this contract may constitute a crime and subject the customer to criminal prosecution.

RESPONSIBILITY FOR DAMAGE OR LOSS: Customer agrees they will return the equipment in the same good condition as when received, ordinary wear and tear accepted, and to repair and replace lost or stolen, damaged or broken parts or to reimburse Continental Ski and Bike for said equipment. Therefore regardless of the party at fault, customer understands and agrees to be responsible for the damage to said equipment. At the discretion of management, Continental Ski & Bike will keep all damaged equipment in order to ensure safe disposal and discontinued use.

SUBLEASING PROHIBITED: Customer understands and agrees that any subleasing or reletting of rental equipment is prohibited and that any such sublease or reletting shall immediately cause termination and cancellation of this contract.

CUSTOMER LIABILITY: Customer shall assume liability for any and all damage or loss to personal property, accident/injury to other persons related to said rental equipment.

DEPOSIT: Any deposit given by the customer shall be applied to and guarantee the faithful performance of all the provisions of this agreement and all repairs necessary to said equipment. If any action is brought to enforce any of the terms of conditions of this agreement, or to recover any sums due to hereunder, customer agrees to pay all attorney fees, court costs, or other expenses.

ASSUMPTION OF RISKS WAIVER AND RELEASE: Outdoor recreational activities, including bicycling, skiing, and snowshoeing have inherent risks and dangers that may arise from foreseeable or unforeseeable causes, including falling, weather conditions, trail conditions, difficulties using rented equipment, acts or omissions of other persons, various natural conditions and forces of nature and other known and unknown risks, hazards and dangers. The participant is relying on participant's own ability, knowledge, training and experience to utilize rented equipment safely and is not relying on any instruction which may or may not have been provided by Lessor and Lessor is not obligated to provide any instruction to participant.

I hereby assume all risks and dangers and all responsibility for any losses and/or damages, caused in whole or in part by the ordinary negligence or other acts or omissions of the owners, agents, officers, employees or other representatives of Lessor and waive all such claims and liability against them and release them from all such claims and liability. This Waiver and Release does not apply to acts which constitute a greater than ordinary negligence.

INDEMNITY: I agree to defend, indemnify and hold harmless Lessor and all of its owners, agents, officers, employees or other representatives, from all claims which I, or a member of my family, another participant or any other person may have, relating injury, death, damaged personal property or any other loss related in any way to my recreational activity.

DISPUTES: Any dispute which I may have with Lessor will be first submitted to mediation if not otherwise resolved. Any mediation shall occur in Duluth, St. Louis County, Minnesota, and I agree to subject matter and personal jurisdiction of the appropriate Court of that County. Any dispute shall be governed by the substantive laws of the State of Minnesota.

HEALTH: I have verified that I am good health and am capable of pursuing the sport of bicycling, winter skiing, or snowshoeing and that I will not do so while under the influence of drugs or alcohol of any kind. My participation in these activities is entirely voluntary. I will use all safety equipment appropriate for the activity, including always using an approved helmet and using other appropriate safety equipment.

MINOR: If a person under the age of eighteen (18) is going to use a rented bicycle, ski or snowshoe, then a parent or guardian must sign this form on behalf of the minor and a parent or guardian must accompany the minor at all times that the bicycle , ski or snowshoe is used by the minor. The signing parent or guardian hereby confirms that the minor is physically able to safely operate the bicycle, ski or snowshoe and has had sufficient training and experience to do so safely.

RESERVATION POLICY: We do not accept reservations for any of our rental products Rather, we function on a first come, first served basis.

LATE RETURN POLICY: Rental products returned late are subject to a \$1 per minute late fee up to the 1 hour mark (\$60). Beyond this point, additional rental duration charges may apply. If you know you are going to be late or you'd like to extend your rental duration, you must call Continental Ski & Bike at 218-728-4466 to discuss your options with a (rental) manager. Failure to communicate a late return or extension in rental duration may result in charges greater than the above mentioned late fee, and these charges are not limited to the value of the equipment in question. Such charges will be applied at the discretion of management. All equipment must be returned directly to the appropriate Continental Ski and Bike location during its regular business hours, bringing the equipment inside.

DAMAGE PROTECTION: I hereby confirm that I have read this Rental Agreement, Waiver, and Release and Assumption of Risk, understand it, and agree with it as a condition of my use of the equipment.

Customer Signature or Parent/Guardian Signature (To be used if customer is under 18)

Date

Name:

Phone:

Address:

City:

State:

Zip Code:

Email:

Drivers License Number:

----- **STAFF USE ONLY** -----

Item (circle and mark QTY next to it):

Alpine Demo _____ Nordic Skin Demo _____ BD Glidelite _____ Tubbs Snowshoe _____

Item Details:

Ski or Snowshoe _____ Size(s) _____

Ski or Snowshoe _____ Size(s) _____

Ski or Snowshoe _____ Size(s) _____

Ski or Snowshoe _____ Size(s) _____

Ski or Snowshoe _____ Size(s) _____

Ski or Snowshoe _____ Size(s) _____

Binding Adjustment (alpine and nordic):

Date: _____ Ski Tech Signature: _____

Rates:

Alpine Demo - \$60 per day

Nordic Skin Demo - \$20 per day

BD Glidelite - \$20 per day

Tubbs Snowshoe - \$15 per day

Amount Due (credit card payment only):

Qty of Item	Rate per day	# of days	Total before tax:
-------------	--------------	-----------	-------------------

_____	\$ _____	_____	\$ _____
-------	----------	-------	----------

_____	\$ _____	_____	\$ _____
-------	----------	-------	----------

_____	\$ _____	_____	\$ _____
-------	----------	-------	----------

_____	\$ _____	_____	\$ _____
-------	----------	-------	----------

_____	\$ _____	_____	\$ _____
-------	----------	-------	----------

Total amount due before tax: \$ _____

Lightspeed receipt # _____

Continental Associate Initial _____