

FrostFire

Walhalla, North Dakota

Ski and snowboard rental form

THE FOLLOWING INFORMATION WILL BE USED TO SET THE RELEASE VALUES FOR YOUR BINDINGS AND SHOULD BE GIVEN ACCURATELY.

Name _____

Address _____

City _____ State _____ Phone _____

Age _____ Sex _____ Shoe Size _____ Height _____ Weight _____ lbs.

Skiing/Snowboarding Ability: Type I () Type II () Type III ()

The undersigned skier/snowboarder and parent agree and understand that skiing/snowboarding are hazardous sports, and that bare spots, variations in snow, ice and terrain, along with bumps, moguls, stumps, forest growth, debris and rocks along with towers, fences and other hazards or man-made obstacles exist within the ski area/snowboard area. In skiing/snowboarding, such dangers are recognized and accepted by the undersigned whether they are marked or unmarked. The undersigned skier/snowboarder realizes that falls and collisions do occur and injuries may result and therefore assumes the burden of skiing/snowboarding under control at all times. The undersigned skier/snowboarder and parent or guardian of said skier/snowboarder further agree to assume any and all risks inherent to or associated with the sport of skiing/snowboarding.

If undersigned is renting equipment from FrostFire, its agent or representative, undersigned accept for use said equipment to be supplied by FrostFire, its agent or representative, and accept full responsibility for the care of this equipment. Undersigned has made no misrepresentations to FrostFire, its agent or representative, regarding this user's height, weight, age or skier/snowboarder type.

Undersigned understand that the sport of skiing/snowboarding and the use of ski/snowboard equipment involve a risk of injury to any and all parts of the skier's/snowboarder's body. Undersigned hereby agree to freely and expressly assume and accept any and all risk in injury to the user of this equipment while skiing/snowboarding.

Undersigned understand that the ski equipment being used forms a part of a ski-boot binding system which will NOT RELEASE at all time or under all circumstances and that it is not possible to predict every situation in which it will or will not release, and that its use cannot guarantee this skier's safety or freedom from injury while skiing. Undersigned further agree and understand that this ski-boot-binding system may reduce but does NOT ELIMINATE THE RISK of injuries to the lower portion of the skier's leg. However, undersigned agree and understand that this ski-boot-binding system may NOT reduce the risk of injuries to this user's knee or any other parts of this user's body.

Undersigned are also aware that the snowboard boot/binding system IS NOT DESIGNED OR INTENDED TO RELEASE. Undersigned hereby freely agree to assume and accept any and all known and unknown risk of injury while using this equipment.

To the fullest extent allowed by law, the undersigned agree to release FrostFire, its agent or representative, from any and all responsibility of liability for injuries or damages to the user of said rental equipment, or to any other person. Undersigned agree NOT to make a claim against or sue FrostFire, its agent or representatives, for injuries or damage relating to skiing and/or the use of said ski/snowboard equipment.

We the undersigned hereby agree to accept the terms and condition of the contract. This document constitutes the final and entire agreement between FrostFire, its agent or representative, and the undersigned. FrostFire, its agent or representative, itself, provides NO WARRANTIES, express or implied, and said equipment is accepted "as is."

We the undersigned have carefully read this agreement and release of liability and fully understand its contents. We, the undersigned, are aware that this is a release of liability and a contract between us and FrostFire, its agent or representative, and we, the undersigned, sign it of our own free will.

This document is a legally binding contract which supersedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability, but is not to assert any claims or defenses which are prohibited by law.

FrostFire Management may revoke skiing/snowboard privileges (lift tickets) when a skier/snowboarder is identified as having violated any of the following:

YOUR RESPONSIBILITY CODE

- 1 Always stay in control and be able to stop or avoid other people or objects.
- 2 People ahead of you have the right of way. It is your responsibility to avoid them.
- 3 You must not stop where you obstruct a trail or are not visible from above.
- 4 Whenever starting downhill or merging into a trail, look uphill and yield to others.
- 5 Always use devices to help prevent runaway equipment.
- 6 Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
- 7 Prior to using any lift, you must have the knowledge and ability to load, ride, and unload safely.
- 8 Foul language is considered abusive behavior.

This code is a partial list, and skiers/snowboarders must be safety conscious and courteous at all times.

When a skier/snowboarder has violated any of the responsibilities in the code or others posted at the skiing/snowboarding area, a member of the courtesy staff or other designated employee will advise the skier/snowboarder of the violation in a firm but courteous manner, including how the skier/snowboarder may have endangered him/herself or another skier/snowboarder. The employee will then:

- 1 Issue a warning ticket.
- 2 Take the skier/snowboarder to management and provide management with information about the violation.

SKIER/SNOWBOARDER: I understand and accept the above terms and conditions.

Parent or Guardian: I understand and agree to the above terms and conditions. I further agree to release, indemnify and hold harmless FrostFire, its agents or representative, from any and all liability in any action arising from any accident or injury to my child or ward that may occur while skiing/snowboarding.

Type I Skier/Snowboarders:

Ski/snowboard conservatively.
Prefer slower speeds.
Prefer easy moderate slopes.
Favor lower than average release/retention settings. This corresponds to an increased risk of inadvertent binding release in order to gain increased releasability in a fall (SKI BINDINGS ONLY!)
Type I skiers/snowboarders apply to entry-level skier's/snowboarder's uncertain of their classification.

Type II Skiers/Snowboarders:

Ski/snowboard moderately.
Prefer a variety of speeds.
Ski/snowboard on varied terrain, including most difficult trails.
All skiers/snowboarders who do not meet all the description of either Type I or II.

Type III Skiers/Snowboarders:

Ski/snow board aggressively.
Normally ski/snowboard at high speeds.
Prefer steeper and more challenging terrain.
Favor higher than average release/retention settings. This corresponds to decreased releasability in a fall in order to gain a decreased risk or inadvertent binding release (SKI BINDINGS ONLY!).

Lift Use Guidelines

To ensure that all school student enjoy a good day of skiing also means that they use both chairlifts and surface lifts safely.

1. All skiers/snowboarders must be aware and obey signs posted around the lift loading and unloading areas and along the tow path.
2. While waiting for their turn in a ski line, skiers/snowboarders must refrain from horseplay and prepare themselves for loading.
3. When approaching a loading area, obey instructions given by a lift operator.
4. Do not rock the chairlift. Remain seated with skis pointed straight ahead.
5. Skiers/snowboarders are never allowed to jump from chairs.
6. If a chairlift stops, remain calm and wait until it restarts. In case of an emergency evacuation, remain calm and follow all instructions given by ski patrol.
7. After exiting the chairlift, leave the unloading area promptly.

All skiers must:

1. Display their lift ticket.
2. Follow all instructions given by the ski area personnel.
3. Behave in a responsible manner.
4. Be courteous to other skiers, and
5. Abide by Skier's Responsibility Code.

Behavior contrary to the above endangers offenders as well as other users and may result in serious injury. All offenders will lose their ski/snowboard privileges.

X _____
Signature of Student/Adult Skier or Snowboarder Date

X _____
Signature of Parent or Guardian (if student is a minor) Date

Snowsports school and youth groups program **registration form**

Participant Name _____	Age _____
Parent or Guardian _____	
Address _____	
City _____	State / Province _____ Zip _____
Phone _____	Cell Phone _____
Email _____	

Consent and **release** Note to Parents and Students

_____ (Name of School/Youth Group) is arranging a trip for students to go to FrostFire Ski Area to ski/snowboard. This signed form is required for all student who wish to participate in this outdoor recreation and ski/snowboard education program.

INHERENT RISK

Skiing/snowboarding is a sport with physical demands and inherent risks which are beyond the control of FrostFire Ski Area, and _____ (Name of School Board). Falls, collisions, and other incidents may occur and cause injury. Skiers/snowboarders, by law, assume the risks and dangers inherent in skiing. North Dakota law severely limits a skier's/snowboarder's right to compensation for injuries.

EQUIPMENT

FrostFire Ski Area provides rental equipment. Bindings on equipment reduce the risk of injury when falling. They will not release under all circumstances and they do not guarantee safety in all cases.

I understand that my youth may be riding the chairlift with other children, adults, or alone.

(Parent/Guardian Initial)

SKIER'S/SNOWBOARDER'S RESPONSIBILITY CODE

The Skier's/Snowboarder's Responsibility Code included in this guide is being followed by _____
_____ (Name of School) and it is a requirement that you know and obey. Skiers must always ski/snowboard in control. FrostFire Ski Area may revoke a ski/snowboard ticket for violation of the code or other unacceptable conduct.

ACKNOWLEDGMENT

PARENT/GUARDIAN AND CHILD HAVE READ AND UNDERSTAND THESE WARNINGS AND HAVE IDENTIFIED THE CHILD'S SKI/SNOWBOARD CLASSIFICATION.

DATED: _____

SIGNATURE OF STUDENT: _____

SIGNATURE OF PARENT/GUARDIAN: _____

Choose one only and circle: SKI SNOWBOARD

Choose one only and circle: TYPE I TYPE II TYPE III

I give permission for my son/daughter _____
to participate in the ski trip to FrostFire Ski Area, Pembina River Gorge, Walhalla, ND.

Signature of parent or guardian _____ Date _____

All consent and release forms must come with group advisor and be left at FrostFire.