

SKI RENTAL OPERATIONS ENDORSEMENT

This endorsement forms part of the policy to which it is attached effective on the inception date of the policy.

It is condition of coverage that at any time Ski Rental Operations / Activities are being conducted, **You** will comply with the following operational guidelines:

1. Each renter must be instructed in the safe and proper use of the equipment. Each participant will wear safety equipment as required by **us** whether required by the State or local law or not.
2. **You** will inspect all the equipment daily, prior to the commencement of activities. **You** will maintain and keep a written log of these procedures. Equipment, which a reasonable and prudent person would consider damaged and worn, so as to create a potential hazard to life or health, will never be used in activities. All equipment is to be checked by the insured or employees if the insured prior to use in compliance with manufacturer recommendations and guidelines.
3. All technicians, employees, and independent contractors must be properly trained and have received factory training, if available, in the fitting of ski equipment.
4. The minimum age for renters/users is 18 years. Any renter/user under the age of 18 years must have the co-signature of a parent or guardian.
5. All employees and independent contractors will be fully informed of these requirements and must agree to enforce them.
6. Guides, instructors, operators and employees are required to abide by all local, state, and federal laws relevant to the activities.
7. Ski rental participants shall be given a safety briefing prior to departure and before the ski rental activity commences. It is your responsibility to ensure that this safety briefing will be instructive, informative and capture the undivided attention of all participants and should include:
 - a) A description of the activity itself.
 - b) The safety precautions while underway.
 - c) The procedure in the event of an unexpected emergency.
 - d) The proper use of hand signals where applicable.
 - e) Precluding any participants who appear to be afraid or intimidated prior to their activity.
8. All contracts and other documentation required of this policy must be signed and maintained on file for no less than three (3) years including, but not limited to: (a) "Certificate of Understanding and Express Assumption of Risk", (b) Absolute Assumption of Risk for all damage or injury to self, passengers and all others while property is in renters possession, (c) signed and dated waivers of liability, (d) incident / claim forms.
9. All concessionaires / bona-fide sub-contractors must maintain their own insurance for liability as covered under this contract of insurance for amounts and terms not less than stated in the schedule of this contract of insurance.

Failure to comply with any of these conditions of coverage shall automatically void the coverage provided by this policy
In your handwriting, write the following on the lines below: "I have read and agree to follow the above at all times. "

Authorised Signature of Insured

Printed or Typed Name of Insured

Date
FORM 3445 (0909)

SKI RENTAL OPERATIONS WARRANTY OF COMPLIANCE WITH TERMS

In consideration of the coverage provided, **you** make the following Warranties, which shall be a basis of this insurance. **You** agree that each Warranty is material to **our** decision to insure **you** and that, but for these Warranties, no policy would be issued.

Failure to comply with any one of these Warranties WILL render coverage under this policy null and void in the event of a claim.

'The guidelines set forth in **Your** policy, its related documents and within this form, are to be utilised for underwriting and coverage purposes only and not to be construed as the applicable 'Standards' in the industry or as 'Safety Standards' in any litigation which may arise against the insured.'

YOU WARRANT FOR ALL INSURED THAT:

- A. Prior to embarkation, allowing a participant to use the equipment and to participate in an activity, each participant and / or passenger will be required to sign the SKI RENTAL OPERATIONS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (hereinafter "Release") form provided and approved by us. In the event a participant or passenger is less than 18 years of age, both the participant and his or her parent or (adult) legal guardian must sign the Release.
- B. **You will** ensure that both the 'Release' and 'Declaration Of Fitness' forms, provided and approved by **us**, are fully and accurately completed.
- C. Prior to allowing a participant to participate in an activity, **you will** provide a pre-activity safety briefing to each and every participant, including but not limited to adequate instruction on the safe use and operation of the equipment, explanation of local and State laws and requirements, verbal warnings of assumed risks, and that no use of alcohol or drugs is allowed.
- D. **You will not** allow any participant(s) to (a) use the equipment when **you** know, suspect or believe that those individuals are or may be under the influence of alcohol or drugs (b) take or consume alcohol or drugs on during activities at any time.
- E. All Sections detailed in the 'Ski Rental Operations Endorsement' will be strictly adhered to at all times during the course of Ski Rental Operations and activities conducted by **you**.

It is hereby understood and agreed that if any activity takes place, without full compliance by you with all Warranties set forth above, the insurance coverage provided by the Policy shall be null and void. All other terms, conditions, limitations and exclusions remain unchanged.

I am either the owner of the business, or am authorised to sign on behalf of the **designated insured**, whether a partnership, corporation, or other form of organisation, which has applied for Commercial General Liability Insurance. By my signature below, I attest to the fact that I have read, understood, and agree to the stated terms, conditions and Warranties that are part of this endorsement. If insurance is offered to **us** this signed agreement will form a part of the policy.

Submission to the insurer of this form or other information does not obligate the insurer to provide all, or any of, the insurance requested not obligate **us** to purchase the insurance offered. However, if insurance is placed, **we** acknowledge that failure to abide by the terms of this agreement may lead to suspension of coverage, denial of coverage, and defence under this policy.

Authorized Signature of Insured

Date

Printed or Typed Name of Insured

Title

**RENTAL OF SKIS, CROSS-COUNTRY SKIS, SNOWBOARDS RELEASE OF LIABILITY, WAIVER OF CLAIMS,
EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with skiing, cross-country skiing, and snowboarding.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with skiing, cross-country skiing, and snowboarding, transportation of equipment related to the activities, and travelling to and from activity sites in which I am about to engage. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. Failure of ski-boot-binding systems which are designed to release the boot from the ski when force on the system reaches preset values, may not release or retain at all times where injury may be prevented, thus there is no guarantee of safety. Moreover, unwanted release or failure to release may occur causing injury
4. Other ski bindings and snow board bindings will not release in falls or accidents and do not protect against any type of injury.
5. Changes in terrain, snow surfaces, moguls, ice, bare spots, grooming conditions, rocks, stumps, debris, fences, posts, trees, lift equipment and towers, conveyer and handle tows, light poles, signs, buildings, roads, walkways, ramps, half-pipes, cliffs, jumps, padded and non-padded barriers, snow making and snow grooming equipment, snowmobiles, other persons, and other natural and man-made hazards.
6. My own negligence and/or the negligence of all others, including but not limited to falls, collisions, and operator error.
7. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
8. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
9. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and all other weather conditions.
10. Attack by or encounter with insects, reptiles, and/or animals.
11. Accidents or illness occurring in remote places where there are no available medical facilities.
12. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
13. My sense of balance, physical coordination, and ability to follow instructions

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

Participant agrees to inspect all equipment before use and ask questions of facility employees if participant does not fully understand how to use and/or operate the equipment or facilities. Participant accepts any equipment AS IS and agrees to return any equipment before use that is believed by participant to be damaged or defective for replacement or repair. Participant accepts full responsibility for the care of the equipment and agrees that participant is responsible for the replacement at full retail value if any equipment is damaged or not returned.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to use the rental equipment, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH,** or loss or damage to person or property, **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE**, the following named persons or entities, herein referred to as releasees.

Owner (Company and/or Person)

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/ _____
Signature of Adult Participant

Name of Adult Participant (Please Print)

Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ _____
Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

Name of Parent or adult legal Guardian (Please Print)

Date

Minor's Full Name

Date