

**Warning/Liability  
Release & Agreement  
Not to SUE**

I have received the equipment listed on this agreement and have been instructed on its use. I verify that the personal information (height, weight, age, skier classification) on this ticket is correct. If at any time I feel the equipment is not functioning properly, I will stop using it and return it for inspection, repair or adjustments.

I understand and agree that skiing, snowboarding and other winter sports are HAZARDOUS activities, that INJURIES from various causes are an INHERENT RISK of participating in these activities, and that injuries to any or all parts of my body are a COMMON AND ORDINARY OCCURRENCE during these activities. I freely accept and ASSUME ALL RISKS OF INJURY OR DEATH that may occur while using this equipment.

**ALPINE SYSTEMS:** I have confirmed that the visual release indicators on the alpine ski bindings are the same as those designated on this ticket. I understand and agree that alpine ski/boot/binding systems CANNOT RELEASE OR RETAIN in all situations where release or retention may prevent injury, that they therefore CANNOT GUARANTEE MY SAFETY, and that undesired release or retention are inherent risks of skiing.

**SNOWBOARDS AND X-C:** I understand that the binding systems on snowboards and cross-country skis are NOT INTENDED TO RELEASE in a fall or upon impact.

**HELMETS:** Snowsport helmets, when sized and fitted properly, can reduce the risk of injuries to those parts of the head that are covered by the helmet, but no helmet can protect the wearer against all foreseeable impacts or injuries. Skiing and snowboarding will expose the user to forces that exceed the limits of protection provided by any helmet, and serious injury or death can result from both low and high-energy impacts, even when a helmet is worn. Never use a helmet that has sustained a significant impact or that appears to be damaged, because damage may compromise the effectiveness of that helmet. Helmets must be properly fitted to each user, and I agree that this helmet has been properly fitted by the provider. I warrant that the helmet is comfortably snug and that when I fasten the chin strap and shake my head there is no significant movement of the helmet. I agree that if the helmet is damaged or involved in any kind of accident, I will stop using it immediately, return it to the shop and report the accident or damage.

To the fullest extent allowed by law, I agree to RELEASE FROM LIABILITY, and to INDEMNIFY AND HOLD HARMLESS Pembina Gorge Foundation dba Frost Fire, its agents, employees, directors, officers, The Rossignol Group, and all other manufacturers and distributors of the equipment provided to me under this agreement for any injuries, damages or death related to the use of this equipment. I FURTHER AGREE NOT TO MAKE A CLAIM OR SUE FOR INJURIES OR DAMAGES RELATING TO THE USE OF THIS EQUIPMENT, whether such claim is based on NEGLIGENCE, breach of warranty, product defect or any other theory. I accept this equipment AS IS with no warranties, express or implied. These waivers and obligations extend to my heirs and assigns.

I understand that my use of these premises falls within the North Dakota Chapter 53-08 Liability Limited for Owner of Recreation Lands, and Frost Fire has no duty of care to keep the premises safe or give warnings of dangerous conditions, and that I am not an invitee or licensee.

I agree that any and all disputes arising from my participation in the activity or my use of rented equipment, and including any claims for personal injury and/or death, will be governed by the laws of the State of North Dakota and exclusive jurisdiction thereof will be in the court residing in and for Cavalier County, North Dakota.

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT which supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive

**FROST FIRE EQUIPMENT RENTAL AGREEMENT,  
WARNING & RELEASE OF LIABILITY**

TODAY'S DATE

ROSSIGNOL GROUP

\_\_\_\_/\_\_\_\_/\_\_\_\_



**RENTAL AGREEMENT**

Ski/Rider Name: \_\_\_\_\_

Skier Type (Circle) 1 2 3

Age: \_\_\_\_\_

Height: \_\_\_\_\_

Weight: \_\_\_\_\_

Shoe Size: \_\_\_\_\_

I have read, understand and agree to the warning, release, and agreement. If equipment is not returned the renter is fully responsible for the cost of equipment rented.

Skier/Rider Signature (Parent or Guardian):

\_\_\_\_\_ Date: \_\_\_\_\_

**Ski Tech Information**

Boot Sole Length: \_\_\_\_\_

Skier Code: \_\_\_\_\_

Sole Type (circle): Adult or Child

Ski Inventory #: \_\_\_\_\_

Boot Inventory #: \_\_\_\_\_

Helmet Inventory #: \_\_\_\_\_

Poles (Circle): Y or N

Skier Signature: \_\_\_\_\_

All boots are Rossignol and Rossignol Alpine Skies.