

**Agassiz Environmental Learning Center and City of Fertile
Cross Country Ski & Snowshoe Liability and Photo Release Form**

Name _____

Address _____

City _____ State: _____ Zip: _____ Phone _____

Add to Mailing List? Yes: _____ No: _____ E-mail: _____

AELC Member: Yes: _____ No: _____ Rental/Use of: Skis: _____ Snowshoes: _____

Use of skis, snowshoes, and access to trails is free to Agassiz Environmental Learning Center (AELC) members.
Non-members: \$6 equipment fee; \$3 trail fee (trail fee waived if renting equipment from AELC).

PLEASE READ CAREFULLY!

ASSUMPTION OF RISK

I am aware that cross country skiing and snowshoeing involve risks, dangers, and hazards and that injuries are a common and ordinary occurrence of these sports. I freely accept and fully assume all risks, dangers, and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being allowed to use the facilities and premises at the Fertile Sand Hills, and specifically in exchange for the opportunity to use the rental equipment, I hereby agree as follows: I hereby waive any and all claims that I have or may have in the future against the State of Minnesota, Polk County, City of Fertile, Agassiz Environmental Learning Center (AELC) and their officers, directors, employees, representatives, agents and volunteers (all of whom are hereinafter collectively referred to as "the Releasees") 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, except for liability resulting from conduct that constitutes greater than ordinary negligence. By executing this agreement, 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.

EQUIPMENT

The undersigned agree to accept for use the available equipment as is and WITH NO WARRANTIES, express or implied. I understand that the ski/snowshoe boot/binding system is not designed or intended to release and will not release under normal circumstances and as such, it will not reduce the risk of injury during a fall. The undersigned accept full responsibility for the care of the equipment during the rental period and will be responsible for the replacement at full retail value as determined by AELC if equipment rented under this form is not returned or returned in a damaged condition.

PHOTO RELEASE

I give permission to the Releasees to take photographs, video, or audio footage of participants and/or their property for use in any media format, now or hereafter known for future education and recreation programs to help promote the AELC.

COVID-19

If I am exposed to or infected by COVID-19 while using AELC facilities, premises and/or equipment I agree to hold the Releasees harmless and indemnify them in conjunction with such exposure or infection.

SAVINGS CLAUSE

If a court finds any portion of this waiver and release to be contrary to law, invalid, or unenforceable, the remainder of the waiver and release will remain in full force and effect.

I have read and understand this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigns may have against the Releasees.

Participant's Signature Participant's Printed Name Date
.....

Parent/Guardian: If the participant is a minor, I verify that I have authority to enter into this agreement on behalf of the minor and I agree to be bound by all terms and conditions of this agreement. Please list the names of all minors for which you are entering this agreement.

Minor Participant's Printed Name

Minor Participant's Printed Name

Minor Participant's Printed Name

Minor Participant's Printed Name

Minor Participant's Printed Name

Parent/Guardian's Signature Parent/Guardian's Printed Name Date

(v. 01/12/2021)