

RENTAL AGREEMENT (RECREATIONAL SKATING)

PLEASE PRINT CLEARLY

First Name: _____ Last Name: _____ Home Address: _____

Home Phone #: _____ Cell Phone #: _____ Email: _____

HEIGHT	WEIGHT	AGE	SKATING ABILITY LEVEL (Beginner, Beginner/Intermediate, Intermediate, Intermediate/Expert, Expert) *

*IMPORTANT - Designation of Ability Level is critical to determining sizing adjustment

RENTAL AGREEMENT – READ CAREFULLY BEFORE SIGNING

IN CONSIDERATION OF THE RENTAL TO ME BY NORTH SPORT RENTALS, LLC. ("OPERATOR") OF CERTAIN RENTAL EQUIPMENT AND ACCESSORIES FOR MY PARTICIPATION IN RECREATIONAL SKATING (THE "RENTAL EQUIPMENT"), AND FOR OTHER GOOD AND VALUABLE CONSIDERATION,

I, _____, ACKNOWLEDGE AND AGREE THAT:

1. I have inspected the Rental Equipment; it is in good working order, and I accept it "as is". The operator has explained to me the functionality of the Rental Equipment and the safety features thereof and has advised me to wear appropriate safety and protective gear, including protective headgear, always while using the Rental Equipment. I am familiar with the proper use of the Equipment and, to the extent I am not so familiar, I understand that Operator's technicians are able to answer any questions I may have concerned the proper use of the Rental Equipment. That notwithstanding, I take full responsibility for obtaining proper instruction regarding my participation in skating and the use of the Rental Equipment and agree that I will be the only person using the Rental Equipment.

2. I have not made any misrepresentations regarding my height, weight, age, or ability level. I understand that the information I provided in this regard was extremely important in determining the proper sizing and adjustment of the Rental Equipment. I am aware that the Operator's technicians relied on the information I provided in this regard, and I am satisfied that, as a result, the Rental Equipment is properly sized and fitted for me.

3. There is a significant risk of severe bodily harm, death, property damage and/or other loss in connection with my participation in skating and my use of the Rental Equipment, and while rules, the use of the Rental Equipment and other safety equipment, and personal discipline, may reduce this risk, it cannot be eliminated. Accordingly, **I KNOWINGLY AND FREELY ASSUME SUCH RISK**, and assume full responsibility for my participation in skating, my use of the Rental Equipment and my judgment in attempting to perform physical acts in connection therewith.

4. I willingly agree to comply with the stated and customary terms and conditions for participation in skating. If, however, I observe any unusual hazard during my participation, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately.

5. I accept full responsibility for the care of the Rental Equipment while it is in my possession and agree to return the Rental Equipment in clean condition on the return date indicated below. I shall be responsible for all cleaning costs Operator incurs if I do not comply with this provision and Operator shall charge me additional rental fees at full rental rates if I do not timely return the Rental Equipment. **I AGREE TO REIMBURSE THE OPERATOR FOR ANY LOSS, THEFT OR DAMAGE THE RENTAL EQUIPMENT AT FULL RETAIL VALUE.** All Rental Equipment not returned within fourteen (14) days after the return date below shall be deemed lost. In addition to applying for the Rental Deposit, the Operator has the right to utilize my credit card for any reimbursements and additional fees and costs incurred hereunder.

6. All terms and conditions of this Rental Agreement and the accompanying Release of Liability, Waiver of Claims, Indemnification and Assumption of Risk shall be incorporated by reference into the invoice provided herewith to Renter as proof of payment hereunder, and vice versa. As my Rental Deposit and credit card may not be sufficient to reimburse Operator in full for all rental charges, fees, costs, reimbursements and damages incurred by or payable to Operator hereunder, Operator reserves all rights to recover same (including attorneys' fees and costs) from me through all available legal means.

7. This Rental Agreement and the accompanying **RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION AND ASSUMPTION OF RISK** shall be governed and interpreted in accordance with the laws of the State of Minnesota and any legal action brought in connection therewith shall be initiated at and heard by a Court of competent jurisdiction located in the City of Minneapolis, Minnesota, United States which Court shall have exclusive jurisdiction of all claims in connection therewith.

Renter Signature

Signature of Parent or Legal Guardian (if Renter under 18 years of age)

Date: _____

Date: _____

YOU MUST READ AND AGREE TO THE TERMS ON THE OTHER SIDE OF THIS FORM



**RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION
AND ASSUMPTION OF RISK**

PLEASE READ CAREFULLY

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE
IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

TO: NORTH SPORT RENTALS, LLC. ("Operator")

ASSUMPTION OF RISK

I, _____, **ACKNOWLEDGE AND AGREE THAT SKATING IS INHERENTLY DANGEROUS AND THAT:**

1. The operator has agreed to rent to me certain rental equipment and accessories for my participation in skating (the "Rental Equipment").
2. I have accepted the Rental Equipment "as is" and Operator has made no representations as to the quality or functionality of the Rental Equipment or any safety features thereof and has advised me to wear appropriate safety and protective gear, including protective headgear, always while using the Rental Equipment. I take full responsibility for obtaining proper instruction regarding my participation in skating and the use of the Rental Equipment.
3. **I KNOWINGLY AND VOLUNTARILY HAVE ASSUMED ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN SKATING, INCLUDING ALL RISK OF SIGNIFICANT BODILY HARM, DEATH, PROPERTY DAMAGE AND OTHER LOSS RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE INHERENT RISKS OF SKATING, COLLISION WITH NATURAL OR MAN-MADE OBJECTS OR OTHER SKATERS, CHANGES OR VARIATIONS IN THE WEATHER OR TERRAIN WHICH MAY CREATE BLIND SPOTS OR AREAS OF REDUCED VISIBILITY, CHANGES OR VARIATIONS IN THE SURFACE OR SUB-SURFACE, INCLUDING CHANGES DUE TO MAN-MADE OR ARTIFICIAL SNOW, VARIABLE AND DIFFICULT SNOW CONDITIONS AND TRAVEL WITHIN OR BEYOND THE SKATING AREA BOUNDARIES;**
4. Recreational Skating: I understand that the skating equipment may not always provide complete protection, that it is not possible to predict every situation in which an accident may occur, and that the equipment does not guarantee that I will not be injured.
5. Helmets: I understand that helmets cannot completely eliminate or prevent the risk of traumatic head injury or injury to my face, neck or spinal cord.
6. The operator has fully explained to me the purpose and effect of this Release of Liability, Waiver of Rights, Indemnification and Assumption of Risk.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNIFICATION

FOR GOOD AND VALUABLE CONSIDERATION, including Operator's rental to me of the Rental Equipment, on behalf of myself and my heirs, successors and assigns, I hereby release North Sports Rental, LLC., its directors, officers, employees and agents (collectively, the "Releasees"), from any and all liability for any bodily harm, death, property damage and/or other loss resulting in any way whatsoever in connection with my rental and/or use of the Rental Equipment, including, but not limited to, through negligence, breach of contract, breach of statutory duty of care or breach of the *Occupiers' Liability Act* on the part of the Releasees, and I waive all present and future claims and causes of action against the Releasees with respect thereto.

IN ADDITION, on behalf of myself and my heirs, successors and assigns, I hereby indemnify and hold harmless the Releasees for any bodily harm, death, property damage and/or other loss to any third party resulting from my rental and use of the Rental Equipment.

IN THE EVENT I CO-SIGN THIS DOCUMENT ON BEHALF OF A MINOR, I FURTHER AGREE to indemnify and hold harmless the Releasees with respect to any claims and/or causes action whatsoever which may be brought against them by or on behalf of such minor in connection with the rental and/or use of the Rental Equipment.

Signature of Renter

Witness Name (printed)

Signature of Parent or Legal Guardian (if Renter under 18 years of age)

Date

Witness Signature

THIS AGREEMENT MUST BE SIGNED, DATED AND WITNESSED PRIOR TO RENTING FROM NORTH SPORT RENTALS, LLC.