

ICE SKATING RENTAL AGREEMENT AND ASSUMPTION OF RISK

I agree to rent the equipment described above under the following terms and conditions:

1. I agree to be responsible for the equipment listed on this form and to return it in clean, undamaged condition to the place I rented it, at or before the end of the rental period. I agree to pay for any equipment that gets lost, stolen, or damaged. I agree not to let anyone use the equipment I rent other than those for whom I have rented it.
2. If I do not understand the use/operation of the equipment I rent, I agree to obtain instruction in the use of this equipment from the Skate Rink Staff until I understand it. I understand that Wintergreen offers no warranties, expressed or implied, and that this equipment is accepted "as is".
3. Ice Skating is a recreational activity. I understand that Ice Skating and ice-related activities are hazardous activities and have inherent risks. As a condition of being able to use Wintergreen's facilities and equipment, I freely and voluntarily accept and assume all risks of injury or death that may occur while Ice Skating and/or using this equipment. I understand that walking in Ice Skates is different than walking in shoes; I recognize it is common to slip or trip when wearing Ice Skates.
4. I understand that a helmet is available and that it is my personal choice whether or not to wear a helmet. I understand that a helmet cannot guard against all impacts and head injuries. I understand that a helmet does not prevent injuries to the neck, spine or other parts of the body.
5. I understand that Ice Skating may involve strenuous physical activity. Participants must be in good health and not suffer from any physical or mental conditions that may affect their ability to safely participate in Ice Skating. Pregnant women should not participate in Ice Skating.
6. I accept responsibility for the safety of myself and the person(s) for whom I am signing, and I assume all risks of personal injury, death, and property damage that may occur as a result of participation in Ice Skating or the use of rental equipment. I understand that voluntarily accepting these risks is a condition of being able to use Wintergreen's facilities and equipment. I agree to indemnify Wintergreen Resort its officers, directors and employees from any claims, demands, losses or damages, including court costs and attorney's fees, arising from the use of Wintergreen's facilities or equipment by myself or the minor participant for whom I am authorizing to participate in Ice Skating. I agree that any dispute arising under this agreement shall be litigated in the Circuit Court of Nelson County, Virginia or the U.S. District Court for the Western District of Virginia (Charlottesville Division).
7. I understand that my participation in Ice Skating is purely voluntary. I understand that I can return my ticket and equipment for a FULL REFUND if I do not voluntarily accept the risks involved in Ice Skating and ALL of the terms and conditions of this Agreement.

I HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS VOLUNTARILY

NAME: _____ Signature: _____ Date: _____ S#/H# _____

I authorize the minor participant(s) above to participate in Ice Skating activities and I agree to monitor and to be responsible for their complying with all of the terms and conditions of this Agreement.

Parent/Guardian NAME: _____ Signature: _____ Date: _____