

ATHLETE NAME: \_\_\_\_\_

**Winona Nordic – Rental/Uniform Agreement**

I understand that using this equipment is a privilege that may be revoked due to improper use. I understand that I need to regularly care for this equipment and I am ultimately responsible for it until I turn it back in to the coaching staff. I will keep skis bound and in a ski bag when not in use. I have documented any problems with the equipment when it was issued to me and I will return it in the same condition. I will be responsible for any damage greater than normal wear.

\_\_\_\_\_  
(Athlete initials)

**Equipment (Rollerskis)**

Fees: **Summer roller-ski rental \$50**

**Summer program \$50**

TOTAL: \_\_\_\_\_

**Cash or check.**

**Make checks payable to “Winona Nordic Ski Team”**

**Due to Coach Teichroew by 1st week in June**

ATHLETE NAME: \_\_\_\_\_

**Warning/Liability Release and 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 and Weight) on this form are correct. If at any time I feel the equipment is not working properly, I will stop using it and return it for inspection, repair, or adjustment.

I understand and agree that Nordic skiing, including roller skiing, 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.

I understand that the binding system on roller skis and cross country skis are NOT INTENDED TO RELEASE in a fall or upon impact.

To the fullest extent allowed by law, I agree to RELEASE FROM LIABILITY, and to INDEMNIFY AND HOLD HARMLESS all manufacturers and distributors of the equipment provided to me under this Agreement, any involved winter sports area, service technician, coach, volunteers, or employees of the school district, for any injuries, damages, or death related to the use of this equipment. I FURTHER AGREE TO NOT MAKE A CLAIM OR SUE FOR INJURIES OR DAMAGES RELATING TO THE USE OF THIS EQUIPMENT, whether such claim is based on NEGLIGENCE, breach or 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.

OBLIGATION FOR EQUIPMENT: I agree to be responsible for any and all damages to the equipment loaned to me and authorize you to charge me for any damage or unreturned equipment.

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT which supersedes any other agreements or representations by or between the undersigned parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but is not intended to assert any claims or defenses which are prohibited by law. If any part of this agreement is deemed void or unenforceable, the remainder shall be given full force and effect.

I HAVE READ UNDERSTOOD AND AGREE TO THE WARNING, RELEASE AND AGREEMENT.

\_\_\_\_\_  
(signature and date of user of equipment) DATE: \_\_\_\_\_

\_\_\_\_\_  
(signature and Date of Parent or Guardian if User is Under the age of Majority) DATE: \_\_\_\_\_