

All of us here at Nub's believe skiing, snowboarding and cross-country are lifetime sports and we want to get your students outside getting exercise and having fun this winter. This season presents us with some challenges and changes as we work thru the Covid-19 restrictions. After much discussion, we have concluded we will not be able to offer our traditional school program this season. But we do want to provide an opportunity for all of our loyal ski club participants to come to Nub's Nob this season.

This season we will be offering a punch card for 3 "discounted ski nights" for each student. These punch cards can be used beginning Thursday January 7th and are good through Friday March 12th weather permitting. They will be good for night skiing any Thursday or Friday from 6pm-9pm. The punch card allows each person to receive a ticket, rental and helmet for \$20.

Students will be asked to email or call to make a reservation for this rate by 6pm Wednesday the week they are interested. They will get signed up for the evening of their choice. Upon arrival they will check into the rental building, make the payment and pick up their equipment/ticket.

This season the Nub's Nob Winter Sports School will be offering private lessons to students rather than the traditional group lessons. Students that are interested in a private lesson can make lesson reservations when signing up for the punch card. Lessons will be offered for \$20 per student or adult. All lessons last one hour. Evening lessons are available at 6pm.

Students interested in the Nubs Nob program will need to sign up with Ski Advisor - Mrs. Dimick by Friday December 4<sup>th</sup>. This will serve as their sign up for the punch cards. Participants will need to complete a form that includes: Name, Weight, Height, Age, Skier Type - Beginner, Intermediate or Advanced, Equipment type - Ski or Snowboard and Boot size. In addition, each participant will need to fill out the liability form (signed by a parent/guardian over 17 years of age) and skier code. They will need to bring this on their first visit or fill one out upon arrival.

Nub's Nob is looking forward to seeing your students here this season! Please feel free to contact me with any questions.

Marilyn Dimick, RCM/HS Ski Club Advisor or Stephanie Kimball, Nub's Nob Rental Manager

### mub's nob

# Rogers City Middle/High School Program 2020-2021

Name	Weight	Height	Age	Skier Type	Shoe Size	Equipment Type	
First and Last				1-Beginner		S-Skis	
				2- Intermediate		B- Snowboard	
				3-Advanced			
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## Return this form to Mrs. Dimick



### **Nub's Nob Liability Release Form**

I realize that there is a possibility of injury in skiing and snowboarding and will not hold Nub's Nob Ski Area or the Nub's Nob Winter Sports School liable if my child is injured. I will defend and indemnify Nub's Nob for any loss or damage, including any that results from claims or lawsuits for personal injury, death and property loss and damage relating in any way to these activities.

I HAVE READ, UNDERSTAND AND ACCEPT THE RENTAL AGREEMENT AND RELEASE OF LIABILITY AGREEMENT NOT TO SUE - PRINTED ON THE BACK OF THIS FORM.
User Name:Date:
User Signature:
Parent/Guardian: If equipment user is a minor, I verify that I am the parent or guardian and have the authority to enter into this agreement on behalf of the user. I agree to be bound by all terms and conditions of this agreement and to defend and indemnify providers from any claim or suit arising from said minor's use of this equipment.
Parent/Guardian Name:
PARENT/GUARDIAN SIGNATURE:
DATE: PHONE NUMBER:
SKIERS/SNOWBOARDERS RESPONSIBILITY CODE
There are elements of risk in skiing/snowboarding that common sense and personal awareness can help reduce.  1. Stay in control.  2. People ahead have the right of way.  3. Stop in a safe place for you and others.  4. When starting downhill or merging, look uphill and yield.  5. Use devices to help prevent runaway equipment.  6. Observe signs and warnings and keep off closed trails.  7. Know how to use the lifts safely.
I have carefully read the above responsibility code and understand each rule.
STUDENTS NAME: Please print:
STUDENTS SIGNATURE: DATE:

THIS COMPLETED FORM REQUIRED FOR EACH RENTAL CUSTOMER.

### EQUIPMENT/HELMET RENTAL AGREEMENT WARNING - RELEASE OF LIABILITY, ASSUMPTION OF RISK AND AGREEMENT NOT TO SUE. IMPORTANT- PLEASE READ CAREFULLY!

I, (the undersigned) am aware that by signing this agreement I am waiving certain legal rights and agree unconditionally to all terms as outlined below:

I accept for use AS IS the equipment listed on this form and accept full financial responsibility for the care of the equipment listed on this form while it is in my possession. I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the shop. I agree to return all rented equipment by the agreed date and to pay for any repairs for damage beyond normal wear and tear during my rental period.

I understand how this equipment works and have received instructions and satisfactory answers to any questions. I agree to check this equipment before each use (including the binding anti-friction device — Alpine only); and if at any time this equipment does not seem to be working properly, I will stop using it immediately and return it for inspection and possible repair or adjustment. I understand that proper bindings settings or stance depend upon the accuracy of my statements about weight, height, age, skier type and stance on this form. I have confirmed that the binding release/retention settings or stance on this equipment correspond to those stated on this form. If this equipment is to be used by someone other than me, I certify that I am acting as agent for the user and that I will provide this form and all pertinent warnings and information to the user.

I understand and agree that the sports of skiing, skiboarding (SnowBlade), snowboarding and other winter activities ("snow sports") are potentially hazardous activities that involve many risks and dangers, including but not limited to: injuries that can result from variations in terrain; snow or ice conditions; bare spots; rocks, trees and other forms of natural growth or debris; collisions with ski towers and their components, with other skiers, snowmaking or snow-grooming equipment. I also understand that INJURIES from various causes are an INHERENT RISK of participating in these activities, and that injuries to any and all parts of my body are a COMMON AND ORDINARY OCCURRENCE during these activities. I freely accept and voluntarily agree to expressly ASSUME ALL RISKS OF INJURY OR DEATH that may occur while engaged in snow sports or which relate in any way to the use of this equipment.

### ALPINE SYSTEMS:

Alpine Systems: I understand that the Alpine ski/boot/binding system CANNOT RELEASE OR RETAIN in all situations where release or retention may prevent injury or death and therefore CANNOT GUARANTEE MY SAFETY.

### SNOWBOARDS, SKIBOARDING (SNOWBLADE) AND NORDIC EQUIPMENT:

I understand that the binding systems on snowboards, ski boards (SnowBlades) and cross country skis are NOT INTENDED TO RELEASE in a fall or upon impact.

### **HELMETS:**

I understand that a helmet designed for snow sports use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts even when a helmet is worn and that no helmet can protect the user against every foreseeable impact and that snow sports present situations which surpass the limits of protection offered by a helmet. I understand that a helmet does not protect against trauma to any other part of my body, including my face, neck and spine. A helmet does not protect what it does not cover.

### **I WILL NOT SUE (RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY)**

I agree to release from liability and to indemnify and hold harmless and defend Nub's Nob, the ski/snowboard shop, their employees, owners, affiliates, agents, officers, directors, vendors or anyone associated with Nub's Nob and all other manufacturers and distributors of any equipment (collectively "providers") from all liability for injury, death, property loss and damage of any nature which results from the equipment users participation in snow sports or in any way relating to use of this equipment, including all liability which results from the NEGLIGENCE of PROVIDERS, breach of warranty, product defect or any other theory. I will defend and indemnify Nubs Nob and all providers for any loss or damage, including any attorney fees and costs without limitation that results from claims or lawsuits for personal injury, death and property loss and damage relating in any way to the use of this equipment. I agree not to sue Nub's Nob.

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 release of liability as is legally possible as governed by the applicable law of this State. If any provision of this agreement is deemed to be unenforceable, all other provisions shall be given full force and effect, as this agreement is not intended to assert any claims or defenses which are prohibited by law. I will not transfer the equipment for use to any other person. If I do transfer the equipment in violation of this agreement, I will indemnify providers against any claim, demand, losses or damages arising out of the injury or property damage through use of this equipment. This agreement shall be binding and may be pled as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the undersigned or any user.

I have carefully read the agreement, release and indemnity agreement and understand it is a contract and understand the contractual responsibility I accept by signing this document.