



**2020 – 2021 SEASON**  
**WINTER RENTAL HELMET PROGRAM**  
**AND CONDITIONAL INDEMNITY ADDENDUM**

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As used in this document and all attachments, "Giro" refers to Bell Sports, Inc. and its affiliates.

## **A. INTRODUCTION**

Giro (pronounced 'jee-ro'), based in Scotts Valley, CA, is the #1 brand of snowsport helmets and one of the industry's most innovative, consumer-focused brands. We started designing ski and snowboard helmets in 1996 with a mission to create helmets that people *want* to wear, not helmets they *have* to wear. This simple idea guides Giro's progressive, proven and technically advanced products, and it has also made our helmets the #1 choice of riders in North America.

Giro provides its Rental Helmet Program and training materials to authorized Giro helmet rental dealers to better explain the conditional indemnity for rental Dealer personnel, and to instruct them in the knowledge and skills necessary for Giro Rental Certification. These skills include proper assessment, fitting, and maintenance of Giro snowsports helmets.

## **B. CONDITIONAL INDEMNITY**

Conditional indemnity means that Giro agrees to defend and indemnify the authorized rental shop against liability arising from claims for personal injury allegedly occurring during proper use of a rental customer's use of a Giro winter sports helmet, in accordance with the terms outlined in the Giro Rental Helmets Conditional Indemnity Addendum. Indemnification is strictly subject to satisfaction of the terms and conditions requiring that the authorized rental Dealer has: (1) executed and returned an authorized dealer agreement; and (2) signed the Rental Helmets Conditional Indemnity Addendum; (3) properly trained its staff to achieve Giro Certification; and (4) abided by all provisions and conventions outlined in this Manual, along with other care and use instructions that may be provided by Giro.

## **C. LIABILITY INSURANCE STATEMENT**

Bell Sports, Inc., the owner of the Giro brand, maintains product liability insurance coverage for each occurrence, underwritten by a rated national insurance company. In the event of a product liability occurrence involving a Giro helmet – be it purchased from, or rented by one of our accounts – the policy includes a Vendor's Endorsement that provides coverage to our authorized rental shops, subject to specified terms and conditions. Of course, shops will not be insured by our policy for any unsubstantiated claims they make regarding the performance of Giro helmets.

If you require Giro's insurance certificate, please submit a written request to your Giro sales rep on your shop or company letterhead, and Giro will gladly send you a copy.

## **D. WHAT IS REQUIRED TO OBTAIN CERTIFICATION?**

In order for any rental shop to retain Giro Authorized Dealer status, all staff members who inspect, maintain, fit, rent, and/or sell Giro snowsports helmets are required to complete Giro's training materials available online at [www.giro.com/rental-program](http://www.giro.com/rental-program). The training materials are necessary for rental shop staff to be educated in the proper fitting, assessment, maintenance, rental and sales of Giro helmets, to receive Giro Certification. Completing the training is a prerequisite to working with Giro helmets in any capacity. The minimum age eligible for Giro Certification is 16 years. Giro Certification is valid for a maximum of one year from date of issue. All certifications expire annually on September 1, regardless of date of issue.

Certification is designed to familiarize staff with the care, fitting and proper rental protocol for Giro helmets by, 1) providing a general background about helmets; 2) focusing on how to clean, inspect and store helmets; and 3) proper sizing and fitting of helmets. Once staff have completed the training materials, they will be officially certified to rent Giro helmets.

## **E. WHAT KIND OF WARRANTY DOES A GIRO HELMET COME WITH?**

Giro warrants your helmet for 1 year from the date of delivery to you. Helmets used in the Rental Program should be replaced every 3 years to ensure the effectiveness of the helmet to protect users against injury. Giro will either repair or replace, at its sole option, any snow helmet determined by Giro to be defective in materials or workmanship. To request warranty treatment, you must submit the helmet to Giro factory freight prepaid, together with proof of purchase. If you have questions regarding the warranty coverage on your helmet, refer to the helmet owner's manual in the original packaging, or contact Giro.

## ATTACHMENT A

Having executed an authorized dealer agreement, Giro and the Authorized Dealer named and operating at the below address ("Dealer") agree to all terms and conditions outlined in this Indemnification Addendum.

1. **CONDITIONAL INDEMNITY.** Provided Dealer complies with all conditions precedents, terms, and conditions outlined in the authorized dealer agreement, as well as those in the current Giro Program and training materials (which may be updated by Giro from time to time), Giro will indemnify and defend Dealer against legal claims brought solely by any retail renter of Dealer for bodily injury relating directly to the use of a rented Giro helmet currently listed as an indemnified product, which was originally distributed to Dealer by Giro. Failure to carry out and operate in compliance with all terms and conditions precedents outlined in this contract will constitute a full release and complete waiver of any legal, financial, or other obligation from Giro or from any entity associated in any capacity with Giro helmets or their component parts, any product training, or any alleged defect concerning the condition or performance of any Giro helmet.

### 2. **TERMS AND CONDITIONS**

- a. Dealer is obliged to observe all terms of the relevant authorized dealer agreement and of this conditional indemnity agreement at all times.
- b. Every year, all staff members from each Dealer location whose responsibilities include facilitation of rental transactions must complete Giro's training materials, available at [www.giro.com/rental-program](http://www.giro.com/rental-program) to receive Giro Certification. Giro Certification will expire on September 1 of each year regardless of the date an individual staff member completes the training materials.
- c. For every transaction, Dealer is obliged to follow all applicable instructions in the current Giro training materials which Giro may update at any time, regarding proper fit, customer information, helmet inspection and withdrawal from service, and shall abide by all other guiding principles and procedures provided by Giro to Dealer regarding maintenance, safety, fitting, sanitation, warranties, upgrades, recalls, consumer information, document retention and related matters.
- d. Helmets may only be rented with all labels, straps, liners and any other components originally provided with the helmet or replaced by Giro.
- e. Claims are only subject to indemnification if the customer specifically alleges that the grievance is a direct result of defects in the design or construction of the Giro helmet.
- f. Dealer is required to keep complete and accurate records of all Giro helmet rental transactions for a period of five years, or for the statute of limitations in the state of the Authorized Location, whichever is longer. In order for a record to qualify as complete subject to Giro's conditional indemnification, each transaction must contain the following:
  - i. Dealer name and location
  - ii. Name of the Giro Certified employee who handled the transaction
  - iii. Name, address, and age of customer
  - iv. Date of transaction.
  - v. General (model number, size, and color) and specific (serial identification number) description of the Giro helmet assigned to the retail renter for the transaction.
  - vi. Giro's Rental Release of Liability and Assumption of Risk Agreement (Attachment B) SIGNED and dated by the user, or another release form expressly approved by Giro (which includes the language in Attachment C pertaining to the risks relevant to use of a helmet, unless expressly agreed otherwise by Giro). If the user is a minor, the form must also be signed by the user's parent or legal guardian.

g. Dealer must file written notice of any applicable claim within ten (10) days of receipt. Full cooperation with Giro, its insurers, attorneys and their agents in connection with the management, investigation, litigation and settlement of any claim or suit is required. Authority over all aspects of any indemnified claim shall lie solely with Giro, including decisions regarding settlement, trial and legal counsel. Time is of the essence under this Agreement; failure to file written notice within ten (10) days shall waive and release Giro from any responsibility for indemnification.

### 3. EXCLUSIONS AND LIMITS ON GIRO'S OBLIGATIONS

a. Giro shall have no obligation as to:

- i. any claims relating to the use of Giro helmets for any activities other than recreational snow sports.
- ii. any claims of punitive, exemplary, or other penal damages.
- iii. any claims resulting directly or allegedly from Dealer's negligence or wrongful acts unauthorized by Giro.
- iv. any claims relating to helmets that were purchased from any source other than directly from Giro or an Authorized Giro Distributor or Giro representative.
- v. any guarantees, express or implied, made by Dealer outside of those that are expressed and authorized in writing by Giro.

b. The conditions, exclusions and limits in this Agreement relate to any obligation imposed by law or equity to defend, indemnify, hold harmless or contribute, in whole or in part, Giro's obligation under this Agreement, if any, shall not exceed the limits of any insurance covering such obligations as may be maintained by Giro.

4. **WAIVER/INSURANCE.** GIRO OFFERS AND DEALER ACCEPTS THE TERMS OF THIS AGREEMENT IN LEIU OF ALL OTHER COMMON LAW, LEGISLATIVE OR CONTRACTUAL COMMITMENTS CONCERNING DEFENSE, INDEMNITY, CONTRIBUTION OR INSURANCE. THIS AGREEMENT DOES NOT INCLUDE NOR OFFER TO PROVIDE ANY KIND OF INSURANCE. DEALER IS RESPONSIBLE FOR ACQUIRING ITS OWN NECESSARY INSURANCE, WITH LIMITS AND COVERAGE THAT DEALER DEEMS APPROPRIATE.

### 5. TERM AND TERMINATION

a. Upon acceptance by Giro, this Addendum will be active and remain in effect until terminated on **September 1, 2021**; all transactions taking place after this termination date will not be eligible for any indemnity, contribution or any other remedy outlined in this Addendum. To be eligible for conditional indemnity after **September 1, 2021**, Dealer must sign and file an updated Addendum for any subsequent season.

b. This Addendum may be terminated without penalty by either party by delivering written notice no later than thirty (30) days in advance of desired termination date. Furthermore, this Addendum may be terminated at any time by Giro, effective immediately and without any requirement of notice, in the case of any of the following:

- i. Dealer breaches any of the obligations as outlined and established in this Addendum.
- ii. Dealer files or has filed against it any form of petition for bankruptcy, reorganization, recapitalization.
- iii. Dealer proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors.
- iv. Dealer makes an assignment or trust mortgage for the benefit of creditors.
- v. A receiver, trustee, custodian or similar agent is appointed with respect to, or takes possession of any property or business of Dealer.
- vi. Dealer assigns, transfers, or attempts to transfer this Agreement or any of the rights or obligations established in this Addendum.
- vii. Dealer makes or allows any material change of its management, ownership, or control.

- viii. Upon Giro's request, Dealer fails to provide sufficient evidence of current adherence to all obligations in this Addendum or under the authorized dealer agreement, including merchandise, rental and financial records.

## 6. OTHER TERMS AND CONDITIONS

- a. Neither Giro nor Dealer has any obligation to renew, negotiate, or enter into any new agreement upon expiration of this contract. Should either party choose not to renew or extend this Addendum, no liability or obligation to the other party will be imposed or required.
- b. Dealer agrees to indemnify and hold Giro and its associates harmless from and against any and all claims, damages and liabilities, asserted by any person or entity, resulting directly or indirectly from any breach of this Addendum by the Dealer or any of its employees or agents. Such indemnification shall include, without limitation, the payment of all reasonable legal fees, judgments, and other costs incurred by Giro in defending such claims.
- c. Dealer agrees to determine and acquire the insurance coverage necessary to fully address all potential risks. Giro is not offering nor providing insurance of any kind to Dealer.
- d. This Addendum is effective with Dealer only; it may not be transferred to any other entity without prior written consent of Giro.
- e. This Addendum is executed under the laws of the State of California. Both parties hereby irrevocably submit to the command of the courts of the State of California and expressly agree that any lawsuit arising out of this Addendum shall be brought and prosecuted in a court within Santa Cruz County, California. Dealer waives the right to object to or claim inconvenient forum against this venue.
- f. This Addendum provides the sole and exclusive remedy against Giro and all related entities and product manufacturers (including all manufacturers and distributors of Giro helmets and any component thereof) in the event of a claim or suit against Dealer, all related entities, and their owners, agents, employees or insurers, and it constitutes the sole and exclusive agreement on these subjects. This Addendum supersedes any other agreement or obligation regarding insurance, defense, contribution or indemnification (including those which may be stated or referenced in Dealer's purchase orders or other documents which pre-date or post-date this Addendum), as well as any contribution, defense or indemnity obligations that are imposed by law or equity.
- g. If any part of this Addendum is deemed invalid or unenforceable, the remainder shall be given full force and effect. This Addendum shall not be modified, amended, or interpreted based on past practice and course of dealings between the parties, and the enforcement of all terms of this Addendum is not compromised by any failure to require performance of terms or waiver of requirement of any terms by either party. This agreement may not be modified except in writing signed by an authorized officer of Giro, which does not include sales and technical representatives.
- h. Dealer, and the undersigned representative on Dealer's behalf, affirm to Giro that Dealer is a sole proprietorship or a duly organized business entity (corporation, partnership, limited liability company) and that Dealer enters into and performs the requirements of this Agreement with the complete authorization of all essential action on the part of said entity.

The parties have ACCEPTED, AGREED and DELIVERED this Addendum on the dates appearing below.

GIRO SIGNATURE:	DEALER SIGNATURE:
Name:	Dealer Business Name:
Date:	Authorized Dealer Representative Name:
	Address:
	City, State:                      Zip:
	Phone:                                      Fax:
	Email:

**WHEN COMPLETED, PLEASE SCAN AND SEND AN ELECTRONIC COPY TO:**

[GIROSNOWRENTAL@GIRO.COM](mailto:GIROSNOWRENTAL@GIRO.COM)

**ATTACHMENT B**  
**RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

I, (THE UNDERSIGNED) AM AWARE THAT BY SIGNING THIS RELEASE I AM WAVING CERTAIN LEGAL RIGHTS, AND AGREE UNCONDITIONALLY TO ALL TERMS AS OUTLINED BELOW:

1. I understand that the sports of skiing and snowboarding (“Recreational Snow Sports”) involve inherent and other risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death that may result from Recreational Snow Sports, or which relate in any way to the use of this equipment.
2. I understand that a helmet designed for Recreational Snow Sports use will help reduce the risk of some types of injuries to the user. I recognize that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn. I understand that no helmet can protect the user against every foreseeable impact to the head, and that Recreational Snow Sports may present situations that exceed the limits of protection offered by this helmet.
3. I understand that this helmet does not protect against trauma to any other part of my body, including my neck and spine, and that these limitations are INHERENT RISKS of any activity in which this helmet may be used.
4. I AGREE TO RELEASE AND HOLD HARMLESS the equipment rental facility, its employees, owners affiliates, agents, officers, directors, and Bell Sports, Inc., their distributors, affiliates, and successors in interest (collectively Providers), from all liability for injury, death, property loss and damage which results from the equipment user’s participation in the Recreational Snow Sports for which the equipment is provided, or which is related in any way to the use of this equipment, including all liability which results from the NEGLIGENCE of Providers or any other person or cause. I further agree to defend and indemnify Providers for any loss or damage, including any that results from claims or lawsuits for personal injury or death, and property loss and damage related in any way to the use of this equipment.
5. I UNDERSTAND THAT IN ORDER TO FUNCTION AT ITS FULL CAPACITY, THIS HELMET MUST FIT CORRECTLY, AND I AGREE THAT THE PROVIDER HAS SUPPLIED A HELMET THAT PROPERLY FITS ME. When I fasten the chinstrap and shake my head there is no significant movement of the helmet, and at rest it feels comfortably snug. I fully understand all instructions on the correct use and function of the helmet.
6. I agree not to transfer the helmet for use by any other person. (In the event the undersigned does transfer the helmet in violation of this agreement, he/she agrees to indemnify Providers against any claim, demand, losses or damages arising out of the injury or property damage through use of said 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.)
7. In the event of any accident while wearing the helmet or damage otherwise inflicted upon the helmet, I agree to immediately cease use, return it to the rental facility, and provide a written report describing the incident.
8. I agree to return this helmet to the rental facility by the agreed date in clean condition, and understand that I am responsible and will be held accountable for the full retail value of the helmet if I fail to return it. I recognize my responsibility to pay for any repairs if the helmet is damaged beyond normal wear and tear during my rental period.
9. This document is a legally binding contract which supersedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability, but it is not intended to assert any claims or defenses which are prohibited by law. The specific rights of the parties may vary from state to state. If any part of this agreement is found to be invalid or unenforceable, the remainder shall be given full force and effect.

I HAVE READ THIS RELEASE, AND FULLY UNDERSTAND AND AGREE TO ITS CONTENTS.

User Name: \_\_\_\_\_ Date: \_\_\_\_\_

User Signature: \_\_\_\_\_

Parent/Guardian: I verify that I 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, indemnify, and hold harmless all Providers in any claim or suit arising from said minor’s use of this equipment.

Parent/Guardian Signature:

\_\_\_\_\_

## **ATTACHMENT C**

### **Dealer Release Form Language**

If Dealer wishes to utilize its own release form, it shall: (1) submit that release form to Giro for approval prior to use; and (2) include the following language in the release form, unless expressly agreed otherwise by Giro:

I understand that a helmet designed for recreational snow sports use will help reduce the risk of some types of injuries to the user, but that no helmet can protect against every foreseeable impact to the head. I recognize that even when a helmet is worn, recreational snow sports involve inherent risks of serious injury or death and may present situations exceeding the limits of protection offered by this helmet, and that a helmet does not protect against trauma to any other part of my body, including my neck and spine. I UNDERSTAND THAT IN ORDER TO FUNCTION AT ITS FULL CAPACITY, A HELMET MUST FIT CORRECTLY, AND I ACKNOWLEDGE THAT THE PROVIDER HAS SUPPLIED A HELMET THAT PROPERLY FITS ME AND HAS INSTRUCTED ME IN THE CORRECT USE AND FUNCTION OF THE HELMET. I agree not to allow any other person to use the helmet. I agree to immediately stop using the helmet and return it to the rental facility if I am involved in an accident or if the helmet is damaged.

Dealer's release form must also include Giro in the release from liability. For example:

User releases and holds harmless Dealer and Bell Sports, Inc. and their distributors, affiliates, and successors in interest from all liability for injury, death, property loss, and damage which results from the equipment user's participation in the recreational snow sports for which the equipment is provided, or which is related in any way to the use of the equipment, including all liability which results from the negligence of Dealer or any other person or cause.