

## ICE HOUSE RENTAL AGREEMENT

In consideration of this Agreement, Fortune Bay Resort and Casino (“Lessor”) leases to the undersigned (“Lessee”) the ice house along with the equipment listed on this Agreement. The Lessee acknowledges that he/she has read and understands the following terms and conditions:

1. No person or persons may operate any Fortune Bay leased ice house without signing this rental Agreement.
2. No person under the age of 18 is allowed to lease any Fortune Bay ice house.
3. The ice house can be leased and operated between the hours of 7a.m. and 5 p.m.
4. Fortune Bay shall provide all authorized users with safety and operational instructions and the Lessee and all authorized users agree to comply with those instructions.
5. The Lessee will report any accident, malfunction, or breakdown involving the leased ice house to Fortune Bay immediately by calling **security at 218-753-7730**.

### Acknowledgement and Acceptance of Risk

**Lessee and operators that have signed this Agreement agree to the following terms and conditions:**

- Lessee understands and agrees that the voluntary activity of operating the leased ice house bears certain risks, both known and unanticipated, which could result in injury. Lessee assumes those risks and agrees to indemnify and hold Fortune Bay harmless of any and all loss, cost, damages, liability and attorney’s fees associated with such risks. Lessee further agrees to indemnify and hold Fortune Bay and its employees, officers and agents harmless from and against any and all claims for loss of or damage to property (including the leased ice house) or persons (including death of a person) arising from the use, operation, or possession of leased ice house. Lessee also agrees to hold the Lessor harmless from any loss or damage to Lessee’s personal property used in or on the leased ice house, including loss caused by fire, water, theft or any other cause whatsoever.
- It is agreed and understood by Lessee that Fortune Bay shall not be held liable for damages of any nature whatsoever that may be caused by an accident, breakdown or malfunction of the leased ice house as a result of improper handling or use of the ice house.
- In the event of a malfunction or a breakdown of the ice house, Lessee will immediately report the same to Fortune Bay. Continued use of the ice house that has known damage or defects shall be entirely at the Lessee’s risk and Lessee therefore assumes all liability for injury and damage to all persons and property that may be caused by continued use.
- Fortune Bay and Lessee reserve the right to cancel this Rental Agreement due to impending weather (rain or high winds) on the day of the ice house reservation. Either party must give notice of cancellation within 24 hours of the reservation date. When the Lessee has reserved multiple days, rental fees will be prorated based on the time used, if un-used because of bad weather.
- *By signing this Agreement, Lessee and others approved on this Agreement, each certify that he/she has read and understands said rules and regulations and further assumes the responsibility to see that all occupants of the ice house comply with these rules.*

The terms and conditions of this Agreement contain the entire understanding between Lessee and Fortune Bay and that no other representation verbal or written has been made which is not included in this Rental Agreement.

**Lessor:**

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**Lessee:**

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**Equipment:**

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**Operators:**

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