

## EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT

In consideration of the rental to me of the listed equipment, I hereby agree as follows: I accept for use **AS IS** the equipment listed on this form, and accept full financial responsibility for the care of the equipment 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. 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 replacement, repair or adjustment.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing, the binding system will not release or retain at all times or under all circumstances where release or retention may prevent injury or death, nor is it possible to predict every situation in which it will release or retain. In snowboarding, cross-country skiing and SnowBlade use, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

I understand that the sports of skiing, snowboarding, SnowBlade and other recreational activities involve inherent and other risks, dangers and hazards which can result in serious **PERSONAL INJURY OR DEATH**. While I acknowledge and agree that no helmet can eliminate or prevent this risk nor can a helmet eliminate or prevent injury to the neck or spinal cord. I voluntarily agree to expressly assume and accept any and all known and unknown risks of injury or death that may result from skiing / snowboarding / SnowBlade use, or which relate in any way to the use of this equipment. I further recognize and acknowledge that the risks inherent in the sport of skiing and snowboarding can be greatly reduced by taking lessons for skiing and riding, skiing and riding within my abilities, abiding by "Your Responsibility Code" and using common sense at all times.

I **AGREE TO RELEASE**, whether in the present or in the future, to the fullest extent allowed by law, the ski/snowboard shop, its employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of this equipment (collectively "PROVIDERS"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the sport of skiing/snowboarding/SnowBlade use, or is in any way related to use of this equipment, including all liability which results from the **NEGLIGENCE** or **BREACH OF CONTRACT** 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, death, and property loss and damage related in any way to the use of this equipment.

This agreement is governed by the applicable law of this state or province. 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 is not intended to assert any claims or defenses which are prohibited by law.

If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect. **BINDING EFFECT OF AGREEMENT:** In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives. **ENTIRE AGREEMENT:** In entering into this Agreement, I am not relying upon any oral or written representation other than what is set forth in this Agreement and the Instruction Manual provided to me with the equipment, if any.

### ACKNOWLEDGMENT OF PERSONAL INFORMATION & EQUIPMENT INSTRUCTIONS

I have accurately represented the above listed information and it is true and correct. I will not use any of the equipment to be provided to me during this transaction until I have received instruction on its use and I fully understand its use and function. I agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment agree with the number appearing in the visual indicator windows of the equipment to be listed on this form. I agree to read and execute the EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT above.

### I THE UNDERSIGNED, HAVE READ AND UNDERSTOOD AND AGREED TO THIS EQUIPMENT

**RENTAL & LIABILITY RELEASE AGREEMENT, Parent/Guardian:** If equipment user is a minor, I verify that I am the parent or guardian of the equipment user, and I have the authority to enter into this agreement on behalf of the equipment user and I agree to be bound by the terms and conditions of this agreement.

SKIER #1

SIGNATURE X \_\_\_\_\_

SKIER #2

SIGNATURE X \_\_\_\_\_

SKIER #3

SIGNATURE X \_\_\_\_\_

SKIER #4

SIGNATURE X \_\_\_\_\_

SKIER #5

SIGNATURE X \_\_\_\_\_

SKIER #6

SIGNATURE X \_\_\_\_\_

PARENT/GUARDIAN'S SIGNATURE: \_\_\_\_\_

BOARDER #1

SIGNATURE X \_\_\_\_\_

BOARDER #2

SIGNATURE X \_\_\_\_\_

BOARDER #3

SIGNATURE X \_\_\_\_\_

BOARDER #4

SIGNATURE X \_\_\_\_\_

BOARDER #5

SIGNATURE X \_\_\_\_\_

BOARDER #6

SIGNATURE X \_\_\_\_\_