

Ski and Snowboard Equipment Rental & Liability Release Agreement

I accept for use AS IS the equipment listed on the reverse side of 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 on this form but not returned to the rental facility. I agree to return all rental equipment by the agreed date.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding and other sports using equipment with non-release bindings, 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 and snowboarding 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 skiing or snowboarding, or relate in any way to the use of this equipment.

I understand that a helmet designed for skiing and snowboarding use will help reduce the risks of some types of injuries to the users 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.

I AGREE TO RELEASE AND HOLD HARMLESS the equipment rental facility, its employees, owners, affiliates, agents, officers, directors, and the equipment manufacturers and distributors and their successors in interest (collectively "PROVIDERS"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in skiing and snowboarding 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, 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 the State of Wyoming. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS SKI and SNOWBOARD EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT.

User's Signature _____ Date _____

Parent/Guardian: If equipment user is a minor, I verify that I have the authority to enter into this agreement on behalf of the equipment user and I agree to be bound by all terms and conditions of this agreement.

Parent/Guardian Signature _____ Date _____