

16

I have accurately represented the users weight, height, age, skier type and all other information on the front of this form, and it is true and correct.

I accept for use the equipment listed on this form, and accept full financial responsibility for the care of the equipment. **I will be responsible for the cost of replacement at full value any equipment rented under this form, but not returned to this store by the return time and date.** I will pay a daily rental amount for any part of a day that equipment has not been returned past the rental agreement and before the replacement cost is paid. I agree to verify the numbers on this form to the numbers on the equipment I receive.

I understand that Equipment Breakage Insurance covers any damage to the equipment under normal use only. It specifically does not cover theft, loss of equipment or damage due to abuse. Broken equipment must be returned to be covered.

I understand that the binding system does not guarantee the users safety. In downhill skiing, the binding system will not release at all times or under all circumstances nor is it possible to predict every situation in which it will release. In snowboarding and some ski boarding, the binding system will not release during use; these bindings are not designed to release during ordinary operation.

I understand that the sports of skiing, snowboarding and ski boarding 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 these activities or the use of this equipment.

I understand that a helmet designed for Recreational Snow Sports use will not guarantee the user's safety. I recognize that serious injury or death can happen, even when a helmet is worn.

I AGREE TO RELEASE the ski/snowboard shop, its employees, owners, affiliates, officers, directors, manufacturers and distributors of this equipment (collectively "PROVIDERS"), from all liability for any, injury, death, property loss and damage which results from the equipment user's participation in the sport of skiing, snowboarding, or is in any way related to 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.

I will not use any of this equipment to be provided to me until I fully understand its use and function. If I have any questions or concerns about any part of this transaction, I agree it is my responsibility to ask. I agree to verify that the visual indicator settings to be recorded on this form are the same numbers as appear in the visual indicator windows of the equipment I receive.

This agreement is governed by the applicable law of this state or province. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

BY ACCEPTING THIS EQUIPMENT I AGREE TO THIS EQUIPMENT RENTAL AND LIABILITY RELEASE AGREEMENT.