SKI AND SNOWBOARD RENTAL AGREEMENT

Please complete the following in full

LAST NAME:_____ FIRST NAME:_____

HOME ADDRESS:_____

CITY:_____ STATE:_____ ZIP CODE:_____

PHONE:_____ DRIVERS LIC#:_____

EMAIL ADDRESS:_____

HEIGHT ' "	WEIGHT lbs	AGE	SHOE SIZE

SKIER TYPE (CIRCLE ONE)   1 / 2 / 3 /

SNOWBOARD STANCE (CIRCLE ONE)   LEFT(REGULAR)   RIGHT(GOOFY)

Please read carefully and initial

BREAKAGE WAIVER

The breakage waiver costs $1.00 **per day** and applies to equipment breakage only, not lost, stolen, or misused equipment. If the breakage waiver is accepted, the shop will absorb the cost of repairing any broken equipment; however, the renter shall replace lost, misplaced, stolen, or misused equipment at current retail value. The breakage waiver does not cover base damage due to misuse.

Accept (please initial): Yes_____ No_____

Please read carefully and initial

RENTAL POLICY

●All renters must be 18 years of age otherwise a parent/guardian signature is required.
●Rentals picked up after 3 pm, used the following day, and returned the next day before noon (2 pm on Sundays) are charged a single day rate to allow for travel time.
●Reservations must be made in person and are secured by paying for the rental in full. Equipment may be reserved no more then 1 week in advance.
●Cancellations made less than 48 hours in advance are subject to a $5.00 set up fee. Rental credit is issued for the remaining rental fee.
●Deposits on rental equipment are mandatory as noted and may be paid with a credit card or cash (no checks or debit cards). We hold funds until all equipment is returned.
●Repairs and Cleaning: All items must be clean when returned. Please allow at least 10 minutes for items to be inspected upon return.
●Late charges will be assessed the daily charge per day late.
●The rental fee for up to two demos may be applied to the purchase of new regularly priced equipment. Please keep your receipts.

Customer Initials:___

Please read carefully and sign   Liability Agreement

Warning, Release of Liability, Assumption of Risk, Indemnity and Hold Harmless Agreement and Agreement Not to Sue

1. I understand and agree that skiing, snowboarding and related activities are **hazardous** and that injuries are common and ordinary occurrences during these activities. **I agree to assume all risks** of death or injury to any part of the user's body while using this equipment.

2. For **Alpine Ski Equipment**, I understand that the ski-boot-binding system is designed to release the boot from the ski when certain forces on the system reach preset values, but that the binding **will not release or retain** at all times where release or retention may prevent injury, and that it **cannot** prevent all injuries to any part the user's body. I understand and agree that lower settings on my bindings will increase releasability but also increase the risk of injury due to inadvertent release, the higher settings on my bindings will increase retention but also increase the risk of injury due to non-release, and that injuries due to unwanted release or retention are inherent risks of skiing.

3. For S**nowboards, Skiboards, and Nordic Equipment**, I understand that these systems function differently from Alpine ski bindings in that snowboard, skiboard, and Nordic bindings **will not release** in falls or accidents. I understand and agree that these systems **do not protect** against any type of injury and that any injuries resulting from these circumstances are inherent risks of the sport.

4. I understand and agree that certain risks of skiing and snowboarding may be reduced, but not entirely eliminated, by taking lessons, by following **"your responsibility code"** which is posted at most wintersport areas and by using reasonable care and common sense. I further understand that a leash or other runaway prevention system must be used with all skis and snowboards at all times, including while riding lifts and while carrying snowboards on or near a slope, in order to reduce the risk of injury to others.

5. To the fullest extent allowed by law, I hereby agree to forever **release and hold harmless** this ski and/or snowboard shop, and all manufacturers and distributors of this equipment, as well as their owners, agents, employees and affiliated companies, from **any and all responsibility or legal liability** for any injuries, damages or death to any user of any equipment listed on this form, whether resulting from **negligence** or any other cause. I further agree that **I will defend and indemnify** them in any claim or action is pursued for any injuries, damages or death relating to skiing, snowboarding or any related activities involving the use of this equipment.

6. I accept this equipment **"as is"** and with **no warranties**, express or implied, beyond those stated in this agreement and in the manufacturer's written limited warranty. If any.

7. This document is a **legally binding contract** which supersedes any other agreements by or between the parties, and which constitutes the **final and entire agreement** regarding this transaction and this equipment. This agreement is intended to provide a **comprehensive release of all legal liability** which is binding upon and for the benefit of all parties, their heirs, agents and assigns, but it is not intended to assert any claims or defenses that are prohibited by law. If any part of this agreement is held to be invalid or unenforceable, the remainder shall be given full force and effect. The specific legal rights of the parties may vary among different states and provinces.

I have carefully read, understood, and agreed to the terms of this Warning, Assumption of Risk, Liability Release, Indemnity and Hold Harmless Agreement and Agreement Not to Sue. I am aware that this is a legally binding contract.

Signature of Equipment User	Date

Parent/Guardian/Agent: I verify that I am the parent, guardian or agent of the Equipment User and that I have the authority to enter into this agreement on behalf of the Equipment User and I agree to be bound by the terms stated above.

Signature of Parent/Guardian/Agent	Date

1. To be completed by our rental technician and signed by the customer

PAYMENT INFORMATION

DATE	DATE OUT	DATE DUE	I have read the Liability Agreement on the Reverse Side of this Form

Customer Signature   Date

EMP. INITIAL	DEP. AMT $	TOTAL RENTAL $	DATE RET.	RET. EMP.

RENTAL INFORMATION

SKI / BOARD #	BOOT #	POLE/BINDING SIZE	MISC.

SKIER CODE	SOLE LENGTH	DIN#	SET UP?	TECH SIGNATURE

2. To be completed by our rental technician and signed by the customer

PAYMENT INFORMATION

DATE	DATE OUT	DATE DUE	I have read the Liability Agreement on the Reverse Side of this Form

Customer Signature   Date

EMP. INITIAL	DEP. AMT $	TOTAL RENTAL $	DATE RET.	RET. EMP.

RENTAL INFORMATION

SKI / BOARD #	BOOT #	POLE/BINDING SIZE	MISC.

SKIER CODE	SOLE LENGTH	DIN#	SET UP?	TECH SIGNATURE

3. To be completed by our rental technician and signed by the customer

PAYMENT INFORMATION

DATE	DATE OUT	DATE DUE	I have read the Liability Agreement on the Reverse Side of this Form

Customer Signature   Date

EMP. INITIAL	DEP. AMT $	TOTAL RENTAL $	DATE RET.	RET. EMP.

RENTAL INFORMATION

SKI / BOARD #	BOOT #	POLE/BINDING SIZE	MISC.

SKIER CODE	SOLE LENGTH	DIN#	SET UP?	TECH SIGNATURE

4. To be completed by our rental technician and signed by the customer

PAYMENT INFORMATION

DATE	DATE OUT	DATE DUE	I have read the Liability Agreement on the Reverse Side of this Form

Customer Signature   Date

EMP. INITIAL	DEP. AMT $	TOTAL RENTAL $	DATE RET.	RET. EMP.

RENTAL INFORMATION

SKI / BOARD #	BOOT #	POLE/BINDING SIZE	MISC.

SKIER CODE	SOLE LENGTH	DIN#	SET UP?	TECH SIGNATURE