

PARTICIPANT INFORMATION	FIRST	LAST	
	ADDRESS		
	ADDRESS		
	CITY	STATE	ZIP
	PHONE	EMAIL	

GENDER	AGE	HEIGHT	WEIGHT	SKIER TYPE	SHOE SIZE	SUG. LENGTH	SUG. MONDO	SUG. POLE
--------	-----	--------	--------	------------	-----------	-------------	------------	-----------

NOTES:	NOTES:	REG #	TRANS #	LAST RENTED
		CASHIER INITIAL		

EQUIPMENT		
SKI/SNOWBOARD	BRAND	MODEL
	LENGTH	SERIAL
BINDING	BRAND	MODEL
	BRAND	MODEL
BOOT	SIZE	LENGTH
	SERIAL	
	BRAND	MODEL
HELMET	SIZE	SERIAL

SNOWBOARD BINDING SETTINGS				
STANCE	REGULAR		GOOFY	
STANCE ANGLE	FRONT		BACK	

ALPINE BINDING SETTINGS				
VISUAL INDICATOR SETTINGS	SKIER CODE	LEFT	RIGHT	
			TOE	
		HEEL		

EQUIPMENT SETTINGS MATCH FORM			
TECH SIGNATURE		TECH #	
RENTER SIGNATURE			

**EQUIPMENT RENTAL AGREEMENT AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**  
**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

**EQUIPMENT RENTAL AGREEMENT AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.**

"RENTER" MEANS THE INDIVIDUAL USING THE EQUIPMENT LISTED ON THIS FORM. I AM THE RENTER OR, IF THE RENTER IS A MINOR, I AM THE RENTER'S PARENT OR LEGAL GUARDIAN. I UNDERSTAND THAT SKIING, SNOWBOARDING, USING THE EQUIPMENT LISTED ON THIS FORM, TRANSPORTING EQUIPMENT, RIDING A SKI LIFT AND USING SKI AREA FACILITIES, FOR ANY PURPOSE (THE "ACTIVITY") **IS HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.**

Exposure to COVID-19, disease and sicknesses ("sickness") is an inherent risk of the Activity. Every Participant has the responsibility to enjoy a safe and healthy experience. The company cannot eliminate the risk that a Participant is exposed while engaged in the Activity. The Participant agrees it is his or her responsibility to (1) follow all instructions, signage, warnings, and guidelines; (2) stay home if sick or experiencing symptoms of any sickness; (3) wear a face covering and maintain at least 6 feet physical distancing from other guests, including in lift lines; and (4) wash and sanitize hands frequently.

**I EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITY, WHICH INCLUDES BUT IT IS NOT LIMITED TO:** equipment malfunction, failure or damage; changing weather conditions; variations in terrain; existing and changing trail, surface and weather conditions; avalanches; rocks, stumps, trees, holes and other rugged mountainous terrain; misloading, entanglements, or falls from ski lifts; collisions with natural or man-made objects, other people, snowmobiles and/or other motor or oversnow vehicles; marked and unmarked natural or man-made obstacles; and the negligence of other individuals. I understand that Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts.

I agree to accept the equipment listed on this form "AS IS" and WITH NO WARRANTIES, expressed or implied, and accept responsibility for the care of the equipment during the rental period. I agree to return all of the equipment at the agreed upon date and time and to pay late fees for any late return. I agree that Renter will be the only person using the rented equipment and only use designated ski trails and will not permit any other person to use the equipment. I agree that **NO MISREPRESENTATIONS HAVE BEEN MADE TO THE RENTAL SHOP IN REGARD TO RENTER'S HEIGHT, WEIGHT, AGE AND/OR SKIER TYPE** stated on this form. I agree that Renter has received instruction regarding the use of this equipment, understands the function of the equipment and further agrees that the binding release / retention settings appearing in the visual indicator windows on the bindings correspond to the settings recorded on this form. Renter has received satisfactory answers to any questions related to use and functions of equipment. If Renter thinks the equipment is not functioning properly, Renter will stop using it immediately and return it to a rental technician for inspection and possible repair, adjustment, or replacement.

**I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE RENTER'S SAFETY.** In downhill skiing, the binding systems 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. I further understand that the downhill ski binding system does not reduce the risk of any type of injury to Renter, including but not limited to knee injuries. I understand that in snowboarding, cross country skiing, ski-boarding, snow shoeing and other sports utilizing equipment with non-release bindings, the bindings are not designed to release as a result of forces generated during normal use and will not ordinarily release during use. If I am signing on behalf of a minor, I acknowledge that: 1) I have spoken to the minor Renter about the Activity; 2) the minor Renter understands and appreciates the risks of participating in the Activity; and 3) the minor Renter has voluntarily decided to participate in the Activity.

**IN CONSIDERATION FOR BEING ALLOWED TO USE THE EQUIPMENT AND PARTICIPATE, I AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREES NOT TO SUE** SSI Venture LLC d/b/a Specialty Sports Venture LLC, Vail Resorts, Inc., The Vail Corporation d/b/a Vail Resorts Management Company, Heavenly Valley, Limited Partnership, VR US Holdings, Vail Resorts Retail, Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, Peak Resorts, Inc., all of their respective parent, affiliated, and subsidiary companies, the United States, and all their respective insurance companies, successors in interest, sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the Renter's participation in the Activity, **INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING IN BRITISH COLUMBIA ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT. IT IS UNDERSTOOD THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT USER FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.** I take full responsibility for any injury or loss to Renter, including death, which Renter may suffer, arising in whole or in part out of the Activity. I agree to pay all costs and attorneys' fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned or as a result of the Renter's participation in the Activity and to **INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY MISREPRESENTATIONS IN OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

In further consideration, **RENTER RELEASES AND GIVES UP ANY AND ALL CLAIMS AND RIGHTS THAT MAY NOW EXIST AGAINST ANY RELEASED PARTY AND RELEASES ALL KNOWN AND UNKNOWN CLAIMS, CLAIMS NOT MENTIONED HERE AND CLAIMS RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.**

I understand that this Agreement is a contract and shall be binding on me and my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I agree that **ANY AND ALL CLAIMS** for loss, injury and/or death arising from Participant's participation in the Activity or an alleged incident **SHALL BE GOVERNED BY THE LAW OF THE STATE OR PROVINCE WHERE THE ALLEGED INCIDENT OCCURRED AND THAT EXCLUSIVE JURISDICTION** of any such claim shall be in a court of competent jurisdiction in the in the State or Province where the alleged incident occurred, except that all cases arising out of an alleged incident at (a) Heavenly Mountain shall be governed by California law and the exclusive jurisdiction of any such claim will be a California court of competent jurisdiction; and (b) Hunter Mountain shall be governed by New York law and the exclusive jurisdiction of any such claim will be in the Supreme Court of the State of New York, County of Greene or in the US District Court for the Northern District of New York.

HELMET RENTAL	
The Undersigned understands that helmets may reduce or mitigate the severity of head injuries, but are in no way a guarantee of Renter's safety. The Undersigned further recognizes that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn.	<input type="checkbox"/> HELMET <input type="checkbox"/> RENTED
	<input type="checkbox"/> HELMET <input type="checkbox"/> DECLINED

EQUIPMENT DAMAGE WAIVER (NOT INSURED AGAINST LOSS OR THEFT)	
I am responsible for the full retail value of any equipment that is not returned, or damage due to negligence.	<input type="checkbox"/> WAIVER <input type="checkbox"/> ACCEPTED
	<input type="checkbox"/> WAIVER <input type="checkbox"/> DECLINED

**THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS FEES, ARISING FROM ANY MISREPRESENTATIONS MADE IN THIS APPLICATION OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**  
**I AGREE THAT THE CREDIT CARD I HAVE PROVIDED FOR THIS TRANSACTION MAY BE USED TO PAY FOR ANY AND ALL RELATED CHARGES.**

I UNDERSTAND THIS RELEASE AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.	
SIGNATURE OF RENTER:	DATE:
SIGNATURE OF PARENT/LEGAL GUARDIAN: (IF THE RENTER IS UNDER 18 YEARS OF AGE)	DATE: