WINTER TUBE RENTAL AGREEMENT
RELEASE AND ENDEMNITY AGREEMENT

Adult Name _____ Date _____
Last First

Address _____
Street/Box Apt.# City State Zip Code

Day Phone _____ Age _____ ☐ Male ☐ Female

PLEASE READ CAREFULLY BEFORE SIGNING
THIS IS A RELEASE OF LIABILITY

1. I accept for use **"AS IS"** the equipment rented to me and accept full responsibility for the care of this equipment while it is in my possession. I will be responsible for the replacement, at full retail value, of any equipment which is not returned or which is damaged. I agree to return this equipment by the agreed date and time in clean condition to avoid any additional chargers.

2. **I AGREE TO RELEASE AND INDEMNIFY SCHWEITZER MOUNTAIN LLC, SCHWEITZER MOUNTAIN FACILITIES LLC.SHCWEITZER MOUNTAIN SKI OPERATIONS LLC, SCHWEITZER MOUNTAIN REAL ESTATE LLC, ("SCHWEITZER"), ITS OFFICERS AND DIRECTORS, OWNERS, AFFILIATE AGENTS, LANDOWNERS, AFFILIATED COMPANIES, EMPLOYEES, AND MANUFACTURERS AND DISTRIBUTORS OF RENTAL EQUIPMENT (HEREINAFTER "SCHWEITZER MOUNTAIN RESORT") FROM ANY AND ALL CLAIMS FOR PROPERTY DAMAGE, INJURY, OR DEATH WHICH I MAY SUFFER OR FOR WHICH I MAY BE LIABLE TO OTHERS, IN ANY WAY CONNECTED WITH TUBING ACTIVITIES, LIFT RIDING, THE USE OF RENTAL EQUIPMENT, FACILITIES OR SERVICES. THIS RELEASE SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS THAT MIGHT RESULT FROM NEGLIGENCE IN THE SELECTION, INSTALLATION, ADJUSTMENT, MAINTENANCE, AND USE OF RENTAL EQUIPMENT. I AGREE THAT THIS RELEASE AGREEMENT IS BINDING UPON ME, MY HEIRS, GUARDIAN ASSIGNS, AND LEGAL REPRESENTATIVES.**

3. I also agree that all disputes between myself or the minor(s) named below and Schweitzer Mountain Resort, arising from my/our use of Schweitzer Mountain Resort, Inc.'s facilities or services, including any claims for personal injury, death, or property damage, and my/our participation in tubing activities, lift riding, and the use of rental equipment will be governed by the laws of the State of Idaho and the exclusive jurisdiction thereof shall be in the state courts of the State of Idaho, and the venue for these disputes shall be in Bonner County, Idaho.

4. If any part of this contract is determined to be unenforceable for any reason or in any circumstance, it is intended that all other terms will be enforced in all other circumstances.

I HAVE CAREFULLY READ THIS RELASE AGREEMENT AND ALL OF ITS TERMS AND I UNDERSTAND IT.

User's Signature:_____ Date:_____

MINOR RELEASE AND INDEMINTY AGREEMENT

I HERBY AGREE TO RELEASE AND INDEMNIFY SCHWEITZER MOUNTAIN LLC, SCHWEITZER MOUNTAIN FACILITIES LLC.SHCWEITZER MOUNTAIN SKI OPERATIONS LLC, SCHWEITZER MOUNTAIN REAL ESTATE LLC, ("SCHWEITZER"), ITS OFFICERS AND DIRECTORS, OWNERS, AFFILIATE AGENTS, LANDOWNERS, AFFILIATED COMPANIES, EMPLOYEES, AND MANUFACTURES AND DISTRIBUTORS OF ANY RENTAL EQUIIPMENT FROM ANY AND ALL CLAIMS FOR PROPERTY DAMAGE, INJURY, OR DEATH WHICH THE MINOR(S) NAMED BELOW MAY SUFFER OR FOR WHICH HE OR SHE MAY BE LIABLE TO OTHERS, IN ANY WAY CONNECTED WITH TUBING ACTIVITIES, LIFT RIDING, AND THE USE OF RENTAL EQUIPMENT, FACILITIES OR SERVICES. THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS THAT MIGHT ARISE FROM NEGLIGENCE IN THE SELECTION, INSTALLATION, ADJUSTMENT, MAINTENANCE, AND USE OF RENTAL EQUIPMENT.

PARENT OR GUARDIAN (must be signed by parent or guardian if equipment user is under eighteen (18) years of age).

MINOR/RELATED ADULT NAME: (Please print) _____
LAST FIRST

MINOR/RELATED ADULT NAME: (Please print) _____
LAST FIRST

MINOR/RELATED ADULT NAME: (Please print) _____
LAST FIRST

MINOR/RELATED ADULT NAME: (Please print) _____
LAST FIRST

MINOR/RELATED ADULT NAME: (Please print) _____
LAST FIRST

PARENT OR GUARDIAN NAME: (Please print) _____
LAST FIRST

RELATIONSHIP: (Please print) _____

PARENT OR GUARDIAN Signature: _____DATE_____