



# Schweitzer Mtn. Rental Shop Rental Release Form

For the 2012 – 2013 Ski/Snowboard Season

Group Name: \_\_\_\_\_

## RELEASE OF LIABILITY –

### PLEASE READ THE FOLLOWING RELEASE CAREFULLY BEFORE SIGNING

- I accept for use “as is” the equipment listed on this form and accept full responsibility for its care while it is in my possession. I will be responsible for the replacement at full retail value of any equipment rented under this agreement unless the equipment is returned to Schweitzer Mt. Ski & Ride Center by the date agreed to above. Failure to promptly return leased property by the closing time on the date due may result in criminal prosecution and full retail charge. To avoid any additional charges the equipment will be returned in clean condition. I agree to check the equipment before each use and will not use the equipment if any parts are worn, missing or damaged; plus I will report any issue or damage of any equipment to the rental shop immediately. I am also financially responsible for any loss or damage to the equipment, other than reasonable wear and tear, which results from use of the equipment.
- I clearly understand and agree that skiing, snowboarding, and other winter sports are HAZARDOUS activities, that injuries from various causes are an INHERENT RISK of participating in these activities, and that injuries to any or all parts of my body are a COMMON AND ORDINARY OCCURRENCE during these activities. I freely accept and assume all risks of injury or death that may occur while using this equipment, the ski area and related facilities, and /or while participating in a lesson.
- I also understand that all types of mountain recreation are hazardous sports and accept and assume the inherent risks of the mountain recreation
- I understand that the **ski-boot-binding system** which I have rented will not release or retain at all times or under all circumstances, nor is it possible to predict every situation in which it will release or retain.
- I understand in the case of **snowboard, snowshoe, and Telemark skiing equipment**, the boot-binding system is not designed to release and may or may not release under all circumstances.
- In the case of a **helmet rental**, I understand that no helmet can protect the wearer against all foreseeable impacts and injuries to the head, that mountain sports can expose the user to forces which exceed the limits of protection offered by the helmet, and will not protect against neck, cervical, spine, or any other bodily injuries. I understand that a helmet rental is only for the person that it is fitted to and not be used on anyone else.
- I understand and agree that the **binding systems, helmets and accessories** are therefore NO GUARANTEE FOR MY SAFETY. I therefore RELEASE AND HOLD HARMLESS and agree to defend and indemnify Schweitzer Mountain LLC, Schweitzer Mountain Facilities LLC, Schweitzer Mountain Ski Operations LLC, Schweitzer Mountain Real Estate LLC, (“Schweitzer”), Smith Sport Optics, their owners, affiliates, directors, officers, agents, instructors, volunteers, contractors and employees, the equipment manufacturers, distributors, and their owner, agent and employees from any and all liability for damage, death, an injury to myself or to my person or property resulting from negligence, the selection, adjustment, and use of this equipment and facilities, accepting myself the full responsibility for any and all such damage, injury or death of any kind which may result.
- I have made no misrepresentations to Schweitzer in regard to my height, weight, age, or skier type.
- I agree that if any portion of this agreement is held to be invalid, the remaining terms shall continue to be in full force and effect. This agreement shall be binding upon any other persons, including my family members, my heirs, next of kin, executors, administrators, assigns, and representatives.

If I am signing on behalf of a minor, I accept full responsibility for all medical expenses incurred as a result of the minors use of the rental ski/snowboard/snowshoe equipment, facilities, helmet and/or accessories listed on this form. I AGREE TO RELEASE, HOLD HARMLESS AND INDEMNIFY SCHWEITZER, THE EQUIPMENT MANUFACTURERS, DISTRIBUTORS, AND THEIR OWNERS, AGENTS, AND EMPLOYEES FOR ANY CLAIMS BROUGHT ON BEHALF OF THE MINOR.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTOOD THE TERMS OF THE ABOVE RENTAL AND RELEASE AGREEMENT.

ALL EQUIPMENT MUST BE RETURNED BY CLOSING TIME ON DATE DUE.

Signature of User: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent / Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Child Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_

(Circle one)

(Circle one)

Renters Sex: M / F Age: \_\_\_\_\_ Weight: \_\_\_\_\_ lbs. Height: \_\_\_\_\_ Skier Type: I II III Shoe Size: \_\_\_\_\_

Parent / Guardian Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_