

Parent/Guardian Rental Release Form

2007 – 08 Season



Last Name of Renter

First

Middle Int.

Name: _____

Parent / Guardian Name: _____ Phone: (____) _____

LIABILITY RELEASE

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. 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, that injuries to any or all parts of my body are a COMMON AND ORDINARY OCCURENCE 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 including but not limited to: changing weather conditions; bare spots; variations in snow, ice and terrain along with bumps, moguls, stumps, forest growth and debris and rocks; loose gravel and dirt, uneven terrain; grooming and other types of equipment on slopes; lift towers and other structures and their components; collisions with others and the recreational user's failure to participate within their own individual ability. In using equipment and recreating at the area, such dangers are recognized and accepted whether they marked or unmarked. The user realizes that falls and collisions and other accidents do occur and that serious injury or death may result and, therefore, assumes the burden of being in control at all times.
- 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 TELEMARCK SKIING EQUIPMENT, THE BOOT-BINDING SYSTEM IS NOT DESIGNED TO RELEASE AND MAY OR MAY NOT RELEASE UNDER ALL CIRCUMSTANCES.
- IN THE CASE OF HELMET RENTAL, I UNDERSTAND THAT NO HELMET CAN PROTECT THE WEARER AGAINST ALL FORESEEABLE IMPACTS AND INJURIES TO THE HEAD AND WILL NOT PROTECT AGAINST NECK, CERVICAL, SPINE OR ANY OTHER BODILY INJURIES.
- I understand and agree that the binding systems, helmets and accessories are therefore no guarantee for my safety.
- I THEREFORE **RELEASE AND HOLD HARMLESS** SCHWEITZER LLC dba SCHWEITZER, AND ITS/THEIR EMPLOYEES, AGENTS, INSTRUCTORS, VOLUNTEERS, CONTRACTORS, DIRECTORS, OFFICERS, OR OWNERS, THE EQUIPMENT MANUFACTURERS, DISTRIBUTORS, AND THEIR OWNERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR DAMAGE, DEATH, AND 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 LLC 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 minor's 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 LLC, THE EQUIPMENT MANUFACTURERS, DISTRIBUTORS, AND THEIR OWNERS, AGENTS, AND EMPLOYEES FOR ANY CLAIMS BROUGHT ON BY THE MINOR.

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

Signature of User: _____ Date: _____

Signature of Parent / Guardian: _____ Date: _____