

School:	
Day:	



RENTAL

Parent/Guardian must complete this section prior to the user's participation in the multi-week program

CONTINUING RENTAL & LIABILITY RELEASE AGREEMENT

Parent/Guardian--Please read carefully before signing.

I, _____, Individually and as Parent or Guardian of _____ (hereinafter "user") accept for use **AS IS** all equipment to be provided during the multi-week program, and I agree to accept full financial responsibility for the care of the equipment while it is in the user's possession. I will be responsible for the replacement at full value of any equipment provided under this form, but not returned to the rental facility. I agree all rental equipment will be returned by the agreed date. I agree that either I, or an authorized designee, will execute the verification on the front of this form. All user information I provide will be true.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing and skiboarding with skiboards equipped with release bindings, I understand that the binding system will not release at all times or under all circumstances where release or retention may prevent injury or death, nor is it possible to predict every situation in which it will release or retain, and I agree that these features are inherent risks of skiing and skiboarding. In snowboarding, cross-country skiing, skiboarding, snowshoeing and other sports utilizing equipment with non-release bindings, I understand that the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation and I agree that these features are inherent risks of these activities.

I understand that the sports of skiing, snowboarding, skiboarding, snowshoeing and other sports (collectively "RECREATIONAL SNOW SPORTS") involve inherent risks and dangers, including but not limited to: changing weather conditions, changes in terrain, boarding, riding and disembarking lifts, variable and difficult snow conditions, collisions with persons, objects and/or vehicles, the presence of snow making or grooming equipment, the limitations upon the ability of bindings systems to protect the user, and unmarked natural and unnatural hazards, any of which may lead to **INJURY** and **DEATH**. **In consideration of the user being allowed to participate in the school program and preparatory training, I expressly assume all risks of injury or death** that may result from or are alleged to result from the user's participation in this multi-week program, in RECREATIONAL SNOW SPORTS or which relate in any way to the use of the equipment issued to the user.

I understand that a helmet designed for RECREATIONAL SNOW SPORTS use may help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injuries and/or death can and do result from both low and high energy impacts, even when a helmet is worn and I understand that helmets do not protect against trauma to the face, neck and spine and that these features are inherent risks of using this equipment. I understand that to function at its full capacity the helmet must fit correctly and I agree that the helmet provided properly fits me or the minor(s).

To the fullest extent permitted by law, I AGREE TO RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY Crystal Mountain, the equipment rental facility, their employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of the equipment and their successors in interest (collectively "PROVIDERS") from any and all claims or actions, including claims or actions brought by the User, for injury, death, property loss and damage which arises from the user's participation in RECREATIONAL SNOW SPORTS, in this multi-week program, or is in any way related to the use of the equipment, including all claims or actions arising from, related to or alleged to arise from the NEGLIGENCE of PROVIDERS, or any other person or cause.

I recognize that emergency or emergent medical or dental care may be necessary for the user during his or her participation in the Crystal Mountain School Program. I authorize Crystal Mountain, its agents, servants or employees to render first aid and to call for medical and/or dental care of the user if, in the opinion of Crystal Mountain, its agents, servants or employees such medical or dental care is needed. I agree to be financially responsible for all expenses and costs associated with such care and related transportation.

This agreement is governed by the applicable law of this state or province. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I THE UNDERSIGNED, HAVE READ AND UNDERSTAND THAT THIS IS A CONTINUING EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT. I HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND I AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND I VOLUNTARILY SIGN THIS DOCUMENT WITHOUT RESERVATION.

I ALSO UNDERSTAND AND AGREE THAT THIS RENTAL AGREEMENT, RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION IS BINDING DURING THE ENTIRE 2013-2014 SKI SEASON.

Parent/Guardian's Signature: _____ **Date:** _____

School/Group Name: _____

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Participant Name: _____
Last First Middle Initial

Address: _____ City: _____

State: _____ Zip: _____ Home Phone: (____) _____

Age: _____ Male: Female: Height: _____ Weight: _____

Shoe Size: _____ Downhill Skier Type: **I II III** Snowboard Stance: Regular Goofy

Ski/Snowboard Length: Boot Sole Length: Boot Size: Poles?: Yes No Size:

Visual Indicator Settings: _____ Requested Settings: _____

Technician's Signature: _____ Date: _____

VERIFICATION OF EQUIPMENT INSTRUCTIONS & VISUAL INDICATOR SETTINGS

I have accurately represented the above listed information and it is true and correct. I agree that the equipment user will not use the equipment provided for this session until I confirm that the user has received instruction on use of the equipment and fully understands the use and function of that equipment. My signature on this form affirms I have verified that the visual indicator settings on this form (if any) agree with settings on the equipment being provided.

I understand, authorize and acknowledge that the information contained on this form will be used to set the ski binding or ski boarding release settings for the entire season. **I agree to notify Crystal Mountain, its agents, servants or employees, in writing of any changes that may affect the binding settings, including but not limited to changes in the child's height, weight, the child's skier type, or boot size.** It is my understanding that any such changes must be delivered in writing to the Crystal Mountain rental shop and that I will then be asked to fill out a new Salomon Rental Form and Rental and Liability Release Agreement which will reflect any such changes.

Parent/Guardian Signature: _____ Date: _____