

# DEMO/RENTAL FORM - THE RIVERS, OCEANS, AND MOUNTAINS SHOP

Staff: _____	Date/Time Returned: _____
Date Out: _____	Condition: _____
Expected Return: _____	Staff: _____

<b>Customer Information</b>	
Name: _____	Phone: _____
Address: _____	
Drivers Lic: _____	
Credit Card: _____	Exp: _____ Staff: _____
Weight _____	<b>Skiing Ability (circle one)</b>
Height _____	I(Beginner)    II(Intermediate)    III(Advanced)
Age _____	DIN:(to be filled in by ski tech) _____

<b>Demo/Rental</b>		
Snowshoe: _____	\$ _____	(please note: we will refund up to two demos per person, should you choose to purchase a ski)
Skis: _____	\$ _____	
Spilt Board: _____	\$ _____	
Skins: _____	\$ _____	
Poles: _____	\$ _____	
Beacon: _____	\$ _____	
Shovel: _____	\$ _____	
Probes: _____	\$ _____	
Boots: _____ Size: _____	\$ _____	
ABS Pack/Cartridge/Activation Unit: _____	TOT:\$ _____	

AGREEMENT

I accept full responsibility for the equipment listed on this form. I promise to return it clean and undamaged by the agreed time and date and if I fail to do so, I will pay for its repair, cleaning or replacement at the full retail rate, as determined by the shop, as well as for the full retail value of any additional days.

I understand how this equipment works and have received instructions and satisfactory answers to any questions. I agree to check this equipment before each use (including the binding anti-friction device - Alpine only); and if at any time this equipment does not seem to be working properly will stop using it immediately and return it for inspection and possible repair or adjustment.

I understand that proper bindings settings or stance depend upon accuracy of my statements about weight, height, age, skier type and stance on this form. I have confirmed that the binding release/retention settings or stance on this equipment correspond to those stated on this form.

If this equipment is to be used by someone other than me, I certify that I am acting as the agent for the user and that I will provide this form and apply pertinent warnings and information to the user.

**I HAVE CAREFULLY READ, UNDERSTOOD AND AGREED TO THE TERMS OF THIS WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE ON THIS AGREEMENT.**

\_\_\_\_\_  
Signature of the Equipment User Date

Parent/Guardian/Agent: I verify that I am the parent, guardian or agent of the Equipment user and that I have the authority to enter into this agreement on behalf of the Equipment User and I agree to be bound by the terms of the Warning, Assumption of Risk, Liability Release, Indemnity and Hold Harmless Agreement and Agreement Not to Sue on this document.

\_\_\_\_\_  
Signature of Parent/Guardian/Agent (if not and adult user) Date

**WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT and AGREEMENT NOT TO SUE**

**PLEASE READ CAREFULLY BEFORE SIGNING**

1. I understand and agree that skiing, snowboarding and related activities are **HAZARDOUS** and that injuries are common and ordinary occurrences during these activities. I **AGREE TO ASSUME ALL RISKS** of death or of injury to any part of the user's body while using this equipment.
  2. For **Alpine Ski Equipment**, I understand that the ski-boot-binding system is designed to release the boot from the ski when certain forces on the system reach preset values, but the binding **WILL NOT RELEASE OR RETAIN** at all times where the release or retention may prevent injury, and that it **CANNOT** prevent all injuries to any part of the user's body. I understand and agree that lower settings on my bindings will increase releasability but also increase the risk of injury due to inadvertent release, and that higher settings on my bindings will increase retention but also increase the risk of injury due to non-release, and that injuries due to unwanted release or retention are inherent risks of skiing.
  3. For **Snowboards, Skiboards and Nordic Equipment**, I understand that these systems function differently from Alpine ski bindings in that snowboard, skiboard and Nordic bindings **WILL NOT RELEASE** in falls or accidents. I understand and agree that these systems **DO NOT PROTECT** against any type of injury and that any injuries resulting from these circumstances are inherent risks of the sport.
  4. I understand and agree that certain risks of skiing and snowboarding may be reduced, but entirely eliminated, by taking lessons, by following **"YOUR RESPONSIBILITY CODE"** which is posted at most wintersport areas and by using reasonable care and common sense. I further understand that a leash or other runaway prevention system must be used with all skis and snowboards at all times, including while riding lifts and while carrying snowboards on or near a slope, in order to reduce the risk of injury to others.
  5. To the fullest extent allowed by law, I hereby agree to forever **RELEASE AND HOLD HARMLESS** this ski and/or snowboard shop, and all manufacturers and distributors of this equipment, as well as their owners, agents, employees and affiliated companies, from **ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY** for any injuries, damage or death to any user of any equipment listed on this form, whether resulting from **NEGLIGENCE** or any other cause. I further agree that I **WILL DEFEND AND INDEMNIFY** them if any claim or action is pursued for any injuries, damages or death relating to skiing, snowboarding or any related activities involving the use of this equipment.
  6. I accept this equipment **"AS IS"** and with **NO WARRANTIES**, express or implied, beyond those stated in this agreement and in the manufacturer's written limited warranty, if any.
  7. This document is a **LEGALLY BINDING CONTRACT** which supersedes any other agreements by or between the parties, and which constitutes the **FINAL AND ENTIRE AGREEMENT** regarding this transaction and this equipment. This agreement is intended to provide **COMPREHENSIVE RELEASE OF ALL LEGAL LIABILITY** which is binding upon and for the benefit of all parties, their heirs, agents and assigns, but it is not intended to assert any claims or defenses that are prohibited by law. If any part of this agreement is held to be invalid or unenforceable, the remainder shall be given full force and effect. The specific legal rights of the parties may vary among different states and provinces.
- I HAVE CAREFULLY READ, UNDERSTOOD AND AGREED TO THE TERMS OF THIS WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE. I AM AWARE THAT THIS IS A LEGALLY BINDING CONTRACT.**

\_\_\_\_\_  
Signature of the Equipment User Date

Parent/Guardian/Agent: I verify that I am the parent, guardian or agent of the Equipment user and that I have the authority to enter into this agreement on behalf of the Equipment User and I agree to be bound by the terms of the Warning, Assumption of Risk, Liability Release, Indemnity and Hold Harmless Agreement and Agreement Not to Sue.

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Signature of Parent/Guardian/Agent Date