EQUIPMENT RENTAL AGREEMENT AND LIABILITY RELEASE

1. I accept for use, as is, the equipment listed here. I understand that I may incur further charges, up to full retail replacement, if the equipment is late, damaged, or not returned by the agreed date.
2. I have made no misrepresentations concerning my height, weight, age, or skier type. I understand that the bindings are adjusted for me personally and that use by anyone else may cause injury.
3. I understand that the ski boot binding systems and helmets cannot guarantee the users safety. In downhill skiing, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In the case of a helmet rental, I understand that helmets have limits, no helmet can protect the wearer against all foreseeable impacts and injuries to the head and will not protect against rotational injury, neck, cervical, spine, and offer no protection for parts of the head and body they do not cover. In snowboarding, snowshoeing, cross-country Nordic skiing and telemark skiing, 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.
4. I understand that the sports of skiing, snowboarding, snowshoeing, telemark skiing, and other recreational activities involve inherent risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death that may result from skiing/snowboarding/snowshoeing/telemark skiing, or which relate in any way to the use of this equipment.
5. In consideration for services received, and to the fullest extent allowed by law, I RELEASE, INDEMNIFY, AND HOLD HARMLESS, Loup Loup Ski Education Foundation and the manufacturers and distributors of this equipment, their owners, officers, employees, and agents from all claims and liabilities which may arise from the installation, maintenance, selection, adjustment, or use of this equipment and the ski area facilities.
6. 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 this equipment and the ski area facilities, and agree to RELEASE, INDEMNIFY, AND HOLD HARMLESS, to the fullest extent allowed by law, Loup Loup Ski Education Foundation, and the manufacturers and distributors of this equipment, their owners, officers, employees, and agents from any claims brought by the minor.
7. This document is a legally binding contract which supersedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability, but is not intended to assert any claims or defenses which are prohibited by law. If any part of this release is deemed unenforceable, all other parts will be given full force and effect.
8. I agree to abide by Washington State Law, “Your Responsibility Code” and all other ski area policies.
9. If this equipment is to be used by someone other than me, I certify that I am acting as an agent for the user and that I will provide this form and all pertinent warnings and information to the user.

SIGNATURE X
I have read, understand and accept as legally binding the terms of the above equipment rental agreement and release of liability.
Signature of Parent or Guardian if User is a Minor

WEIGHT _________ HEIGHT _________ BIRTHDATE _________ AGE ______

SKIER TYPE (circle one)  1 2 3

SNOWBOARD Which foot forward  L  R

BOOTS________________________  Visual Indicators Settings  TOE  HEEL
BOARD________________________
SKIS__________________________  IN. IND. SETTING___________________
POLES________________________  SKIER CODE_______________________
HELMET_______________________  Tech Signature______________________

1. I verify that I have received and understand instructions on the use of this equipment and it’s function. If I feel it is malfunctioning, I will stop using it and have it inspected/repaired/readjusted by a binding technician.
2. I verify that the visual indicators on my bindings correspond to the settings shown on this rental form.