# NAME:

"RENTER' MEANS THE INDIVIDUAL USING THE EQUIPMENT LISTED ON THIS FORM. I AM THE RENTER OR, IF THE RENTER IS UNDER 18, I AM THE RENTER'S PARENT OR LEGAL GUARDIAN. I understand that skiing, snowboard, using the equipment listed on this form, transporting equipment, riding a ski lift and using ski area facilities for any purpose is hazardous and presents a risk of physical injury or death.

I EXPRESSLY ASUME ALL RISK'S ASSÓCÍATED WITH USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITY, WHICH INCLUDES BUT IS NOT LIMITED TO: changing weather conditions; variations in terrain, existing and changing trail and surface conditions, rocks, stumps, trees, erosion, collisions, natural or man-made obstacles, and the negligence of other individuals. I understand that Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts in high altitude.

I agree to accept the equipment listed on this form "AS IS" and WITH NO WARRANTIES, expressed or implied, and accept responsibility for the care of the equipment during the rental period. I agree to return all of the equipment at the agreed upon date and time and to pay late fees for any tardy return. I agree that Renter will be the only person using the rented equipment and only use designated ski trails and will not permit any other person to use the equipment. I agree that NO MISREPRESENTATIONS HAVE BEEN MADE TO THE RENTAL SHOP IN REGARD TO RENTER'S HEIGHT, WEIGHT, AGE AND

OR SKIER TYPE stated on this form. I agree that Renter has received instruction regarding the use of this equipment, understands the function of the equipment and further agrees that the binding release/retention settings appearing in the visual indicator windows on the bindings correspond to the settings recorded on this form. Renter as received satisfactory answers to any questions related to use and functions of equipment. If Renter thinks the equipment is not functioning properly, Renter will stop using it immediately and return it to a renal technician for inspection and possible repair, adjustment or replacement.

I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE RENTER'S

SAFETY. In downhill skiing, the binding systems 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, I further understand that the downhill ski binding system does not reduce the risk of any type of injury to Renter, including but not limited to knee injuries. I understand that in snowboarding the bindings are not designed to release as result of forces generated during normal use and will not ordinarily release during use. I agree to assume and accept any and all known and unknown risks of injury to Renter while using equipment. If I am signing on behalf of a minor, I acknowledge that 1) I have spoken to the minor Renter about the Activity, 2) the minor understands and appreciates the risks of participating in the Activity; and 3) the minor has voluntarily decided to participate in the Activity.

IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE, I AGREE TO DEFEND, INDEMNIFY, RELEASE AND NOT TO SUE Specialty Sports Venture LLC, Vail Resorts, Inc, The Vail Corporation d/b/a Vail Resorts Management Company, Heavenly Valley, Limited Partnership, VR US Holdings, all of their respective parent, affiliated, and subsidiary companies, the United States, and all their respective insurance companies, successors in interest, sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") FROM ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from the Renter's participation in the Activity,

INCLUDING THOSE INJURIES AND DAMAGES CUASED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. I take full responsibility for any injury or loss to Renter, including death, which Renter may suffer, arising in whole or in part out of the Activity. I agree to pay all costs and attorneys' fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned or as a result of the Renter's participation in the Activity and to INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY ANDN CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY MISREPRESENTATIONS IN OR FRAUDULEN EXECUTION OF THIS AGREEMENT.

I agree that ANY AND ALL CLAIMS for loss, injury and/or death regarding an alleged incident shall BE GOVERNED BY THE

LAW OF THE STATE WHERE THE ALLEGED INCIDENT OCCURRED.

THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEY'S FEES, ARISING FROM ANY MISREPRESENTATIONS MADE IN THIS APPLICATION OR FRADULENT EXCECUTION OF THIS AGREEMENT. I AGREE THAT THE CREDIT CARD I HAVE PROVIDED FOR THIS TRANSACTION MAY BE USED TO PAY FOR ANY AND ALL RELATED CHARGES. I UNDERTAND THIS RELEASE AND SIGN IT WITH FILL KNOWLEDGE OF ITS SIGNIFICANCE.

	THIS TRANSACTION MAY BE USED TO PAY FOR ANY AND ALL RELATED CHARGES. I UNDERTAND THIS RELEASE AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.			
I	RENTER SIGNATURE	DATE:		
I				
ı				
ı	SIGNATURE OF PARENT/ LEGAL GUARDIAN (IF RENTER	DATE:		
ı	IS UNDER 18 YEARS OF AGE)			
ı				
ı				









SHOE SIZE GENDER

### **CIRCLE SKIER TYPE**

1: BEGINNER 2: INTERMEDIATE 3: ADVANCED

#### **CIRCLE SNOWBOARD STANCE**

LEFT FORWARD RIGHT FORWARD EQUAL (BEGINNER)

CIRCLE Weight and Height						
WEIGHT	HEIGHT	SKIER	Р	R	В	G
(lbs)	(in)	CODE	288	318	348	368
22-29		Α				
30-38		В	0.75			
39-47		С	1	Skiers l	ess thar	1 48 lbs
48-56		D	1.5	Max Increase One Row		
57-66		Е	1.75			
67-78		F	2.25			
79-91		G	2.75			
92-107	< 4'10"	Н	3	2.75	2.5	
108-125	4'11"-5'1"	ı	4	3.5	3	
126-147	5'2"-5'5"	J	5	4	3.5	3
148-174	5'6"-5'10"	K	6	5	4.5	4
175-209	5'11"-6'4"	L	7	6	5.5	5
210+	6'5"+	М	8.5	7	6.5	6
		N	10	8.5	8	7.5
		0	11.5	10	9.5	9
		Р		12	11	10.5

# CIRCLE: SKI or SNOWBOARD

SERIAL#	
LENGTH	BRAND
BOOT	
SIZE	SOLE LENGTH
HELMET	
SIZE	SERIAL

VISUAL	
INDICATOR	
SETTING / DIN	
TECH INITIALS	

## **RENTERS SIGNATURE**

I am responsible for the full retail value of any loss of equipment, regardless of fault, including repair and/or replacement of damaged, lost, misplaced, or stolen; as well as any equipment not returned, or damaged due to negligence.

# **RENTERS INITIAL**

I understand that helmets may reduce or mitigate the severity of head injuries, but are no way a guarantee of renter's safety. I understand helmets have limited capability as far as shock absorption and that serious injury or death can result, even when a helmet is worn.

HELMET RENTED	
HELMET	
DECLINED	