



# 2009/2010 RENTAL AGREEMENT SNOWBOARD

59 West Mt. Road  
Queensbury, NY 12804

Group/School Name \_\_\_\_\_ Date \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Age \_\_\_\_\_ Home Phone # \_\_\_\_\_ E-mail \_\_\_\_\_

Height: \_\_\_\_\_ in. Weight: \_\_\_\_\_ lbs. Age: \_\_\_\_\_ Shoe Size: \_\_\_\_\_ Gender: male - female

DETERMINE YOUR STANCE: If you were to take a running slide on ice, which foot would you lead with?

\_\_\_\_\_ (Regular) Left Foot Forward \_\_\_\_\_ (Goofy) Right Foot Forward

CREDIT CARD# \_\_\_\_\_ EXP DATE \_\_\_\_\_ V-CODE \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**PREFIT FROM NOV 15TH THRU DEC 15TH — \$15 CHARGE AFTER DEC 15TH**

**WHEN NOT IN USE BE SURE TO LOCK YOUR BOARD - BUY A LOCK AND USE IT!!**

To: East Slope Equipment, LLC, East Slope Operating, LLC, the Manufacturers of the equipment listed below and their owners, officers, directors, agents, employees, and/or representatives. (Collectively "PROVIDERS")

**ASSUMPTION OF RISK:**

I am aware that Snowboarding can involve certain inherent risks, dangers and hazards which can result in serious personal injury or death. I am also aware that Snowboarding boot binding system is NOT DESIGNED OR INTENDED TO RELEASE. As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury while using this equipment. I further recognize and acknowledge that the risks inherent in the sport of Snowboarding can be greatly reduced by: taking lessons, riding within my abilities and using common sense at all times.

**RELEASE AND WAIVER OF CLAIMS AGREEMENT:** In consideration of the loan or rental to me of the listed Snowboarding equipment, I hereby agree as follows:

1. TO ACCEPT FOR USE AS IS the equipment described in this Agreement. I accept full responsibility for the care and return of this equipment while it is in my possession and agree to reimburse this rental shop for any and all lost, stolen, or damaged equipment other than reasonable wear resulting from use.
2. TO WAIVE ANY AND ALL CLAIMS that I have or may have against PROVIDERS, of the equipment listed below.
3. TO RELEASE the above listed companies and/or manufacturers from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result my use of the equipment described in this agreement, due to any cause whatsoever, including negligence or breach of contract of PROVIDERS, in the design manufacture, selection, maintenance or adjustment of this equipment.

**ARBITRATION:** In further consideration of the loan or rental to me of the listed snowboarding equipment, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against PROVIDERS arising from any use of the listed snowboarding equipment. The arbitration shall be pursuant to the rules of the American Arbitration Association. The submission to the American Arbitration Association shall be unlimited and the arbitration award may be enforced by any Court of competent jurisdiction. Arbitration shall be commenced with one (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in Glens Falls, New York, unless otherwise mutually agreed to by all the parties.

**BINDING EFFECT OF AGREEMENT:** In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.

**ENTIRE AGREEMENT:** In entering into this Agreement, I am not relying upon any oral or written representations other than what is set forth in the Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE EAST SLOPE EQUIPMENT, LLC., EAST SLOP OPERATING, LLC, AND THE MANUFACTURERS OF THE EQUIPMENT LISTED ON THIS FORM

User's Signature \_\_\_\_\_ Date: \_\_\_\_\_

I give my permission to make THIS Agreement valid for any future snowboard rentals for the remainder of the current ski season. YES \_\_\_\_\_ NO \_\_\_\_\_

Parent/Guardian: If equipment user is a minor, I verify that I am the parent/guardian of the minor, and I have authority to enter into this agreement on behalf of the equipment user and I agree to be bound by the terms and conditions of this agreement.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_