



2009/2010 RENTAL AGREEMENT SKI

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

SKIER TYPES:

Type I Skiers: Cautious Skiing At Lighter Release/Retention Settings

Type II Skiers: Moderate Skiing At Average Release./Retention Settings

Type III Skiers: Aggressive Skiing At Higher Release./Retention Settings

Skiing Type NEVER TYPE I TYPE II TYPE III

CREDIT CARD# _____ EXP DATE _____ V-CODE _____ SIGNATURE: _____

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

I have accurately represented the above listed information and it is true and correct. I will not use any of the equipment provided to me during this transaction until I have received instruction on its uses and I fully understand its use and function. I agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment agree with the number appearing in the visual indicator window of the equipment to be listed on this form.

Equipment Users Signature

Parent/Guardian Signature

Equipment Rental & Liability Release Agreement

I accept for use as is the equipment listed on this form, and accept full financial responsibility for the care of the equipment while it is in my possession. I understand that I am responsible for returning the equipment listed on this form. I will reimburse the shop at full cost value for any equipment which is lost, misplaced, stolen, or damaged, (other than reasonable wear, resulting from use).

I understand that the binding system cannot guarantee the user's 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 Telemarking skiboard use, 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).

I understand that the sport of skiing, Telemarking skiboarding and other recreational activities involve inherent and other risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death that may result from skiing, telemarking skiboard use or any other recreational activities, which relate in any way to the use of this equipment.

I AGREE TO RELEASE the ski/snowboard shop, its employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of this equipment (collectively "PROVIDERS"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the sport of skiing, telemarking skiboard use, or any other recreational activities that are in any way related to use of this equipment, including all liability which results from the NEGLIGENCE of PROVIDERS, or any other person or cause.

I further agree to defend and indemnify PROVIDERS for any loss or damage, including any that results from claims or lawsuits for personal injury, death and property loss and damage related in any way to the use of this equipment.

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 THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT.

User's Signature _____ Date: _____
I give my permission to make THIS Agreement valid for any future ski 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: _____

(518) 793-6606

www.skiwestmountain.com