

AGREEMENT

I understand that proper binding settings or stance depend upon the 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.

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, I will stop using it immediately and return it for inspection and possible repair or adjustment.

I accept full financial 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 rental value of any additional days.

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

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

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 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 that the binding **WILL NOT RELEASE OR RETAIN** at all times where 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, 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 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 not 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. 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.
6. In consideration for services rendered, and to the fullest extent allowed by law, I agree to forever **RELEASE AND HOLD HARMLESS** Buck Hill, Inc., 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, damages or death to any user of the 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 injuries, damages or death relating to skiing, snowboarding or any related activities involving the use of this equipment.
7. This 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 a **COMPREHENSIVE RELEASE OF ALL LEGAL LIABILITY** which is binding upon and for the benefit of the parties, their heirs, agents and assigns, but is not intended to assert any claims or defenses which 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 from state to state.

I 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.

Last Name, First Name

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 to be bound by the terms of this Warning, Assumption of Risk, Liability Release, Indemnity and Hold Harmless Agreement and Agreement not to sue.

Signature of Parent/Guardian/Agent _____ Date _____

<input type="checkbox"/> Regular Package	<input type="checkbox"/> High-Performance Package (Receipt must be attached)	<input type="checkbox"/> Helmet
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Skier: Full Ski Set Skis only Poles only

Snowboarder: Full Snowboard Set Board only Boots only

535572

Date Out	Date Due	Actual Return Date	Employee Rental: ID #
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Name _____ Phone () _____

Address _____

City _____ State _____ Zip Code _____

Your Weight _____ lbs. Your Height _____ ft. _____ in. Your Age _____ Your Shoe Size _____

Skiing

Skier Type: (Circle)

I II III

Snowboarding

Left foot forward Right foot forward

Skiing			Snowboarding Stance Angle					
Skier Code: <input style="width: 40px;" type="text"/>	Final Settings: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>					Toe Heel	Left: <input style="width: 40px;" type="text"/>	Right: <input style="width: 40px;" type="text"/>

Inventory Number/Code	
Ski/Board	Size
Boots	Sole Length
Pole	Color
Helmet	

Technician's Signature _____ Date _____