



Release of Liability and Rental Agreement

Fill in information in gray shaded area / Please Print Clearly

Name:	Last	First	M.I.		Date _____
Street	_____				
City	_____		State _____	Zip _____	
Phone #	_____	_____	_____	Local Accommodations _____	
Driver's Lic. #	_____		State _____		
Your Weight	_____ Lbs.	Your Height	_____ ft. _____ in.	Age	_____

Downhill Skiing
Skier Type: (check one)
 1 2 3 1- 3+

Snowboard
Stance: (check one)
 Regular Goofy

Shoe Size _____

Acknowledgement of Personal Information & Equipment Instructions

I have accurately represented the above listed information and it is true and correct. I will not use any of the equipment to be provided to me during this transaction until I have received instruction on its use and I fully understand its use and function.

Equipment User's Signature: _____ Parent/Guardian Signature (if required): _____

A. RELEASE OF LIABILITY AGREEMENT

I AGREE TO RELEASE AND HOLD HARMLESS the equipment rental facility, its employees, owners, affiliates, agents, officers, directors, and the equipment manufacturers and distributors and their successors in interest (collectively "PROVIDERS"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the RECREATIONAL SNOW SPORTS for which the equipment is provided, or which is related in any way to the 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, and property loss and damage related in any way to the use of this equipment.

This agreement is governed by the application 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 RELEASE OF LIABILITY AGREEMENT, AND FULLY UNDERSTAND IT'S CONTENT. I AM AWARE THAT BY SIGNING THIS RELEASE I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE MONT DU LAC, IT'S OWNERS, AGENTS AND EMPLOYEES.

CAUTION: Read before signing! This document affects your legal rights and will bar your right to sue!

User's Signature: _____ Date: _____

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

Parent/Guardian Signature: _____ Date: _____

B. SETTING AGREEMENT

Boot Size _____ Column#/Sole Length/Synchro # (Downhill Skiing)/Boot I.D. #: _____ / _____ / _____

Ski/Snowboard/SnowBlade _____ Pole Code: _____ Helmet I.D. # _____

Visual Indicator Settings		Requested Settings	
L Toe	R Toe	L Toe	R Toe
L Heel	R Heel	L Heel	R Heel

Other Equipment: \$ _____

TOTAL: \$ _____

Technician's Signature: _____

Return Time: _____

I agree that I have been instructed in the proper use of the equipment listed on this form. Any questions I have had about this equipment have been fully and satisfactorily answered.

For Downhill Skiers: I agree that the binding release settings recorded on this form are the same as the setting numbers appearing in the visual indicator windows on the bindings and that the binding release settings recorded on this form are the same settings shown in the manufacturer's written recommendations.

For Snowboarders and Skiboarders: I agree that I have received the manufacturer's usage instructions. I agree to check this equipment, including the binding bolts, before each use and that I will not use it if any parts are worn, damaged, missing or loose.

Users Signature _____ Parent/Guardian Signature _____

C. EQUIPMENT RENTAL 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 will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the rental facility. I agree to return all rental equipment by the agreed time.

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 snowboarding, cross-country skiing, skiboarding, snowshoeing and other sports utilizing equipment with non-release bindings, 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 sports of skiing, snowboarding, skiboarding, snowshoeing and other sports (collectively "RECREATIONAL SNOW SPORTS") 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 these RECREATIONAL SNOW SPORTS, or which relate in any way to the use of this equipment.

I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

Users Signature _____ Parent/Guardian Signature _____