

# Yawgoo Valley Release of Liability Form 2016/2017 Season

## Equipment User (Minor):

**Customer:** Please visit the ticket window to purchase rental equipment with lift ticket or lesson before visiting rental shop to pick up equipment.

Last Name			First Name				Email			
Address			City		State		Zip		Phone Number	
lbs		Ft	In	I	II	III				
Weight		Height		Shoe Size		Skier Type (circle one)		Age		Rent Date

## Warning, Liability Release, Indemnity Agreement and Assumption of Risk Agreement

### PLEASE READ CAREFULLY

#### Assumption of Risks

I understand how the equipment works and have received proper instructions and satisfactory answers to any questions. 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. If this equipment is to be used by someone other than me, I certify that I am acting for the ultimate user and that I will provide this form and all other warnings and information to the ultimate user. I understand and agree that skiing, snowboarding, ski-boarding and related activities are **HAZARDOUS** and that injuries are common and ordinary during these activities. **I AGREE TO ASSUME ALL RISKS OF INJURY OR DEATH** which may result from these activities.

Please Initial \_\_\_\_\_

If **Alpine equipment or ski boards** are being furnished, I understand that the ski-boot-bindings system will release the boot from the ski when certain forces on system reach preset values, but that will **NOT RELEASE OR RETAIN** at all times where release or retention may present injury, and that it **CANNOT** prevent all injuries or guarantee the user's safety. I understand and agree that unwanted release or retention of bindings is an inherent risk of using any ski boot-binding system. I further agree and understand that any ski-boot-binding system does **NOT ELIMINATE THE RISK** of injuries to the user's knees or to any other part of this user's body. If **Nordic or Snowboard equipment** is being furnished I understand that these systems normally will **NOT RELEASE** in falls and accidents and they do **NOT PROTECT** against any type of injury.

To the fullest extent allowed by law, I hereby release this ski shop, and all manufacturers and distributors of this equipment, from **ANY AND ALL Responsibility OR LEGAL LIABILITY** for any injuries, damages, or death to any user of any equipment listed on this form, whether caused by **NEGLIGENCE** or any other case. I further agree that **I WILL NEVER SUE** this ski shop, as well as the manufacturers and distributors of this equipment, and that **I WILL DEFEND AND INDEMNIFY** them if any claim or action is pursued for any injuries, damages, or death relation to skiing, snowboarding, ski boarding or any related activities involving the use of this equipment.

Please Initial \_\_\_\_\_

I accept this equipment "AS IS", with NO WARRANTIES, express or implied, beyond those stated herein and in the manufacturer's written limited warranty. This document constitutes the FINAL AND ENTIRE AGREEMENT regarding this transaction and this equipment, and it supersedes any and all other documents or oral statements. If any part is found to be invalid or unenforceable, the remainder shall be given full force and effect. THIS IS A CONTRACT, which provides a COMPREHENSIVE RELEASE OF LIABILITY, but is not intended to assert any claims or defenses that are prohibited by law. The specific legal rights of the parties may vary from state to state.

**I have read, understood and agreed to all terms and conditions on the reverse side of this form. I accept full financial responsibility for the equipment listed on this form and promise to return it clean and undamaged by the agreed time and date. If I fail to do so, I agree to pay for its repair, cleaning, or replacement at the full retail rate, as determined by the shop, as well as the rental value of any additional days. (For release bindings only: I have confirmed that the binding release/retention setting numbers on the bindings correspond to the "Final Indicator Setting" stated on this form. I understand that correct weight, height, age and skier type are essential to proper adjustment of the release/retention settings, and I certify that all user information on this form is correct).**

I give permission for my child to rent equipment without being present.

**Parent/Guardian: Must include a copy of a valid state/federal ID or driver's license.**

Parent Name	Parent/Guardian Signature (Must be a valid signature; not typed)	Date

**Rental Shop: Keep this form with purchased rental form for minors renting without parent guardian present.**