|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Last | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_  First M.I. | |  |
| Street: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| City | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | State\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Zip\_\_\_\_\_\_\_\_\_\_ |  |
| Phone # | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Boot I.D. # | | Snowboard  **Stance:** (check one)  Regular  Goofy |
| Driver’s Lic # | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| Your Weight | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Lbs. | Your Height\_\_\_\_\_\_\_ft.\_\_\_\_\_\_\_\_\_in. | Age\_\_\_\_\_\_\_\_\_ |  |

**Acknowledgement of Personal Information & Equipment Instruction**

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)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
|  |  | |
|  |  | Equipment Subtotal: $\_\_\_\_\_\_\_\_\_\_ |
| Equipment Damage Protection: $\_\_\_\_\_\_\_\_\_\_ |
| Technicians Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Total: $\_\_\_\_\_\_\_\_\_\_ | | |
| Method of Security:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Exp. Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Billing Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CCV\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Cardholder:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Appropriate Use of Equipment:**  This equipment is only to be used within the ski area boundary at the resort and nowhere else. The Equipment User should select equipment appropriate for their ability level and return the equipment without excessive damage. The Equipment User acknowledges that excessive damage can be caused by: unforeseen obstacles under the snow, natural and manmade obstacles, and impacting with other riders. The rented equipment is NOT to be used in a park setting including but not limited to rails, boxes, or jumps within the confines of the resort. The rented equipment should NOT be used on any area of the resort considered “out of bounds”. Any damage to the snowboard resulting from misuse will be charged the full replacement value of the rented equipment.    Initial Here:\_\_\_\_\_\_\_\_\_\_\_\_  **Appropiate Security of Eqiupment:**  Snowboards are stolen from resorts every day. The Equipment User is responsible for the loss or theft of the rented items. We provide board locks with a code that the Equipment user has chosen \_\_\_\_\_\_\_\_\_\_\_\_ to aid in the security of the rented items. Use of the board lock does not guarantee a reduction in liability for loss of theft. Please know how to use the lock and do not leave rented equipment unattended. The Equipment User is fully responsible to return the items or the card provided for the deposit will be charged for the full replacement value of the lost or stolen items.  Initial Here:\_\_\_\_\_\_\_\_\_\_\_\_  Return of Equipment: The equipment will be returned on (date)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ before (time) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |

**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 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 date.

I understand that the binding system cannot guarantee the user's safety. In snowboarding, cross-country skiing, skiboarding, showshoeing 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 snowboarding, 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.

**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 isrelated 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 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 the state of *North Carolina* 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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian: If 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's Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_