RELEASE AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING

1. I will accept for use as is the equipment listed on this form, and accept full responsibility for the care of the equipment while it is in my possession.

2. I will be responsible for the replacement at full retail value of any equipment rented under this form, but not returned to Mt. Holiday, Inc.

3. I will agree to return all rental equipment by the agreed date in clean condition to avoid any additional charges.

4. I have received instruction on the use of my equipment and fully understand its use and function.

5. I have made no misrepresentations to Mt. Holiday, Inc. concerning my height, weight, age or skier type.

6. I verify that the visual indicator settings recorded on this form agree with the numbers appearing in the visual indicator windows of the equipment listed on this form.

7. I agree to hold harmless and indemnify Mt. Holiday, Inc. and its owners, agents and employees, as well as the equipment manufacturers and distributors for any loss or damage, including any that results from claims for personal injury, death or property damage related to the use of this equipment.

8. I understand that there are inherent and other risks involved in the sport of snow skiing, for which this equipment is to be used, that injuries are a common and ordinary occurrence of the sport, and I freely and voluntarily assume those risks.

9. I understand that a ski-binding-boot 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, and it is, therefore, no guarantee of my safety.

10. I hereby release from any legal liability Mt. Holiday, Inc. and its owners, agents and employees, as well as the manufacturers and distributors of this equipment from any and all liability for damage and injury or death to myself or to any person or property resulting from the selection, installation, maintenance, adjustment or use of this equipment and for any claim based upon negligence, breach of warranty, contract or other legal theory, accepting myself the full responsibility for any and all such damage, injury or death which may result.

11. This agreement is governed by the applicable law of this state or province. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I, the undersigned, have read and understood the rental agreement above.

SKIER'S SIGNATURE:_____ DATE: _____

IF PARENT OR GUARDIAN SIGNATURE IS REQUIRED,

SIGN HERE:_____ DATE: _____

Mt. Holiday

PLEASE PRINT CLEARLY

5801

Date Out: _____ Date In: _____ Time In: _____

Group Name _____

(One Letter Per Box)

Name: Last _____ First _____ MI

Address: Street _____

City _____ State ____ Zip _____

Local Accommodations

I.D. _____

Phone # (___) _____ Additional Phone # _____

Skier Type (Check One) I II III

M F (circle one) Shoe Size _____

Your Weight ___ lbs. Your Height ___ ft. ___ in. Age ___

Damage Waiver Accepted: Yes_____ Initial No_____ Initial

This damage waiver applies to equipment breakage only, not lost, misplaced or stolen equipment. If the damage waiver is accepted, the shop will absorb the cost of repairing any damaged equipment, however, any lost, misplaced or stolen equipment shall be replaced by the renter (see points 2 & 3 on reverse side of this form).

Do Not Write Below This Line

Boots I	nv. #	Amount $
Poles	❑ Cash	❑ Charge
Skis I	nv. #	Rm. No.
Visual Indicator Settings	T _____ H _____ T _____ H _____	Amount $
Boot Sole Length		❑ ID
Technician's Signature		Total $
Snowboard Bindings DO NOT Release		

I HAVE READ THE AGREEMENT ON THE BACK OF THIS FORM, RELEASING MT. HOLIDAY, INC. FROM LIABILITY. I VOLUNTARILY AGREE TO THE TERMS OF THAT AGREEMENT.

SKIER'S INITIALS _____ PARENT OR GUARDIAN SIGNATURE (If Required) _____ DATE _____