



RENTAL

Parent/Guardian must complete this section prior to the user's participation in the multi-week program

CONTINUING RENTAL & LIABILITY RELEASE AGREEMENT
Parent/Guardian--Please read carefully before signing.

I, _____, Individually and as Parent or Guardian of _____ (hereinafter "user") accept for use **AS IS** all equipment to be provided during the multi-week program, and I agree to accept full financial responsibility for the care of the equipment while it is in the user's possession. I will be responsible for the replacement at full value of any equipment provided under this form, but not returned to the rental facility. I agree all rental equipment will be returned by the agreed date. I agree that either I, or an authorized designee, will execute the verification on the front of this form. All user information I provide will be true.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing and snowboarding with skiboards equipped with release bindings, I understand that 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, I understand that 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 risks and dangers, including but not limited to: changing weather conditions, changes in terrain, boarding, riding and disembarking lifts, variable and difficult snow conditions, collisions with persons, objects and/or vehicles, the presence of snow making or grooming equipment and unmarked natural and unnatural hazards, any of which may lead to **INJURY** and **DEATH**. **In consideration of the user being allowed to participate in the school program and preparatory training, I expressly assume all risks of injury or death** that may result from or are alleged to result from the user's participation in this multi-week program, in RECREATIONAL SNOW SPORTS or which relate in any way to the use of the equipment issued to the user.

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

I AGREE TO RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY Crystal Mountain, the equipment rental facility, their employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of the equipment and their successors in interest (collectively "PROVIDERS") from any and all claims or actions, including claims or actions brought by the User, for injury, death, property loss and damage which arises from the user's participation in RECREATIONAL SNOW SPORTS, in this multi-week program, or is in any way related to the use of the equipment, including all claims or actions arising from, related to or alleged to arise from the NEGLIGENCE of PROVIDERS, or any other person or cause.

I recognize that emergency or emergent medical or dental care may be necessary for the user during his or her participation in the Crystal Mountain School Program. I authorize Crystal Mountain, its agents, servants or employees to render first aid and to call for medical and/or dental care of the user if, in the opinion of Crystal Mountain, its agents, servants or employees such medical or dental care is needed. I agree to be financially responsible for all expenses and costs associated with such care and related transportation.

This agreement is governed by the applicable 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 THAT THIS IS A CONTINUING EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT. I HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND I AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND I VOLUNTARILY SIGN THIS DOCUMENT WITHOUT RESERVATION.

I ALSO UNDERSTAND AND AGREE THAT THIS RENTAL AGREEMENT, RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION IS BINDING DURING THE ENTIRE 2010-2011 SKI SEASON.

Parent/Guardian's Signature: _____ Date: _____

