

NUMBER OF DAYS TO BE RENTED		TIME
DATE OUT	RETURN DATE	
/ /	/ /	



Labrador Mountain - (607)842-6204  
 Song Mountain - (315)696-5711  
 P.O. Box 1001  
 Tully, New York 13159

LAST NAME		FIRST NAME	
HOME STREET ADDRESS			
CITY		STATE/ PROV.	ZIP
HOME PHONE		WORK PHONE	
LOCAL ACCOMMODATIONS			

TICKET SELLER'S INITIALS	Security Deposit:
	MC V AE DC DL O
DAMAGE WAIVER REFUSAL (INITIAL)	OTHER AUTHORIZATION
	SECURITY DEPOSIT WITH SLIP #

SKIER TYPE		
I	II	III
SNOW BOARD STANCE		
REGULAR	GOOFY	
WEIGHT	HEIGHT	AGE
		SEX

BOOT SIZE	SOLE LENGTH
	mm
SKIER CODE	SYM PRO
RELEASE RETENTION SETTINGS	
	HEEL

RELEASE RETENTION  
SETTINGS DETERMINED BY

All Functional Procedures  
Have Been Completed

CERTIFIED TECHNICIAN'S SIGNATURE

DATE

SKIS/BLADES	
BOOTS	
POLES	
SNOW BOARD	
HELMET	
DAMAGE WAIVER	
TOTAL DUE	

## RENTAL AGREEMENT AND RELEASE OF LIABILITY

### PLEASE READ CAREFULLY BEFORE SIGNING

I accept for use the equipment listed on this form and accept full responsibility for the care of this equipment and agree to pay Intermountain Management, Inc., herein after known as "The Mountain" for any loss or damage, other than reasonable wear resulting from use. I have made no misrepresentations to this ski shop regarding this user's height, weight, age or skier type.

I understand and am aware that skiing is a HAZARDOUS activity. I understand that the sport of skiing and the use of this ski equipment involve a risk of injury to any and all parts of this user's body. I am voluntarily participating in these activities with knowledge of the danger involved. I hereby agree to freely and expressly assume and accept any and all risks of injury to the user of this equipment and to any other person while skiing.

I AGREE TO RELEASE "The Mountain", its employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of this equipment (collectively "PROVIDERS"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the sport of skiing/snowboarding, or is in any way related to use of this equipment, including all liability which results from the NEGLIGENCE of PROVIDERS or any other person or cause. I agree NOT to make a claim against or sue "The Mountain" for injuries or damages relating to skiing/snowboarding and/or the use of this equipment.

I further agree to defend and indemnify PROVIDERS for any loss 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.

The applicable law of New York State governs this agreement. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I have carefully read this agreement and release of liability and fully understand its contents. I hereby agree to accept the terms and conditions of this contract. This document constitutes the final and entire agreement between "The Mountain" and the undersigned. "The Mountain", itself, provides NO WARRANTIES, express or implied, and this ski equipment is accepted "as is". I am aware that this is a release of liability and a contract between "The Mountain" and myself and I sign it of my own free will.

**FOR SNOWBOARDERS** - I agree that I have been instructed in the proper use of the equipment listed on this form and that I understand how the bindings work. I understand that the Board-Boot-Binding will not release during use, nor is it specifically designed to release as the result of forces induced during operation, and there is absolutely no guarantee of my safety.

**FOR SKIERS** - I understand that the ski equipment being furnished forms a part of or all of a ski-boot-binding system which will NOT RELEASE at all times or under all circumstances, and that it is not possible to predict every situation in which it will or will not release, and that its use cannot guarantee this user's safety or freedom from injury while skiing, I further agree and understand that this ski-boot-binding system may reduce but does NOT ELIMINATE THE RISK of injuries to the lower portion of this user's leg. However, I agree and understand that this ski-boot-binding system may NOT reduce the risk of injuries to this user's knees or any other parts of this user's body.

I agree that I have been instructed in the proper use of the equipment listed on this form and that I understand how the bindings work. I agree that the binding release settings recorded on this form are the same as the settings appearing in the visual indicator windows on the binding and that those settings are the same as the settings shown in the manufacturer's written recommendation. I will not ski if any parts are worn, damaged, or missing.

User's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

# RENTAL HELMET WARNING AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

*Please read carefully before signing.  
You are waiving certain legal rights.*

PLACE RENTAL  
VOUCHER HERE

The undersigned, being at least 18 years old, or if younger than 18 years of age is accompanied by a parent or guardian who has read and signed the following release (herein referred to collectively as "I") agree as follows:

1. I understand and agree that skiing, snowboarding and related activities are **HAZARDOUS** and that injuries are common and ordinary occurrences during these activities. I **AGREE TO ASSUME ALL RISKS** of death or injury to any part of the user's body while using this equipment, including any which may result from the use of the helmet.
2. I understand and agree that no helmet can protect the wearer against all foreseeable impacts to the head, and that skiing and snowboarding can expose the user to forces, which exceed the limits of protection offered by this helmet. I understand that this helmet does not guard against injury to the neck, spine or any other part of my body, and that these limitations are **INHERENT RISKS** of any activity in which this helmet will be used.
3. **TO THE FULLEST EXTENT ALLOWED BY LAW**, I hereby agree to forever **RELEASE AND HOLD HARMLESS** Song Mountain Resort, its employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of the helmet and its components, from **ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY** for any injuries, damages or death to any user of this helmet, whether resulting from **NEGLIGENCE** or any other cause. I further agree that I **WILL DEFEND AND INDEMNIFY** them if any claim or action is pursued for any injuries, damages or death relating to skiing, snowboarding or any related activities involving the use of this equipment.
4. \_\_\_\_\_ (Initial) \_\_\_\_\_ (Parent or Guardian Initial)  
This helmet must fit properly in order to maximize its performance, and I agree that the provider has properly fit this helmet to me. All instruction on the use of the helmet has been made clear to me and I understand the function of my helmet. I warrant that the helmet is comfortably snug and that when I fasten the chinstrap and shake my head there is no significant movement of the helmet. I further warrant that I will be the only person using the helmet during this rental or demo period.
5. If the helmet is damaged or involved in any kind of accident, I will immediately return it to the shop and report the accident or damage to the shop in writing. (I will be responsible for the replacement at full retail value of the helmet if it is not returned to the shop. I acknowledge by obligation to return this helmet by the agreed date in clean condition and agree to pay for any repairs in the event that helmet is damaged beyond normal wear and tear.)
6. This document is a legally binding contract that supercedes any other agreements or representations by or between the parties. I agree that the laws of the State of New York shall govern this binding agreement.
7. If this equipment is used by someone other than me, I certify that I am acting as agent for the user and that I will provide this form and all pertinent warnings and information to the user. This agreement shall be binding upon my assignees, subrogates, distributees, heirs, next-to-kin, executors, personal representatives, and administrators and may be pled as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the undersigned or any user.
8. If the equipment user is a minor, I verify that I am the parent or guardian of the minor and I have authority to enter into this agreement on behalf of the equipment user, and I agree to be bound by the terms and conditions of this agreement on behalf of the equipment user, and I agree to be bound by the terms and conditions of this agreement and to defend and indemnify all renters, manufacturers and distributors of this helmet in any claim or suit arising from said minor's use of this equipment.

**I/WE HAVE CAREFULLY READ THE FOREGOING WARNING, LIABILITY RELEASE,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I/WE UNDERSTAND ITS  
CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Renter (print)

\_\_\_\_\_  
Parent or Guardian if Applicable (print)

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Signature Parent or Guardian