

RENTAL RELEASE OF LIABILITY AGREEMENT

1. I am aware that skiing and snowboarding and other snow sports (Collectively "Snow Sports") are HAZARDOUS and involve many RISKS and DANGERS including, but not limited to: using ski lifts; changing weather conditions; collisions contact with natural and manmade objects; variations in the skiing; impact or collision with other persons; negligence of other skiers and; negligence on the part of Snow Snake, its agents, servants and employees any of which can result in personal injury, including death and paralysis and/or property damage. 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.

2. In consideration of Snow Snake allowing to rent equipment and permitting him/her to use Snow Snake's ski lifts, slopes, terrain parks, parking, and facilities, I agree to **Release and Agree to Hold Harmless, Indemnify and Defend** Snow Snake Mountain, Inc., its owners, agents and employees as well as the equipment manufacturers and distributors from any and all claims, actions, damages, including claims or actions brought by the Student, including, but not limited to: negligence, negligence of Snow Snake Mountain, Inc., its owners, agents and employees, breach of contract, breach of any statutory or other duty of care.

3. I accept for use **AS IS** all equipment listed on the sign up form and I agree to accept full financial responsibility for the care of the equipment while it is in the Student's possession. I will be responsible for the replacement at full retail value of any rental equipment rented under this form, but not returned to the shop. I agree that all rental equipment will be returned at the end of each usage in clean condition.

4. I have reviewed the information provided to Snow Snake regarding the renters height, weight, age and skiing/snowboarding ability and the information is correct.

5. I understand that a ski-binding-boot system cannot guarantee the renter's safety. 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.

6. I recognize that emergency or emergent medical care may become necessary for the renter. I authorize Snow Snake, its agents, servants or employees to render first aid and to call for medical care as needed. I agree to pay for all expenses and costs associated with such care and related transportation.

7. This agreement is governed by the laws of the State of Michigan. If any part of this agreement is determined to be unenforceable all other parts shall be given full force and effect.

I HAVE READ THIS RENTAL AND LIABILITY RELEASE AND UNDERSTAND ITS CONTENTS. I HAVE THE AUTHORITY TO ENTER INTO IT AND I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

NAME OF RENTER (please print)

DATE: _____

SIGNATURE OF PARENT/GUARDIAN

Date _____