

Complete if renting equipment



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# RENTAL WAIVER & AGREEMENT

GROUP NAME: \_\_\_\_\_  
Student Name : \_\_\_\_\_ Age: \_\_\_\_\_ Parent/Guardian Name (If under 18) \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

Indicate which of the following services apply for this student:

Ski Rental     Snowboard Rental    E-Mail Address: \_\_\_\_\_

Please check one of the following **SKIER TYPES** \* : (Only for those renting skis)

- Type I Skiers:** Cautious skiing at lower visual indicator settings, prefer slow to moderate speeds, prefer gentle to moderate terrain, receive lower than average visual indicator settings. This may increase the risk of inadvertent binding release in order to increase the likelihood of release in a fall. Type I settings apply to entry-level skiers uncertain of their classification.
- Type II Skiers:** Moderate skiing at average visual indicator settings, prefer a variety speeds. Prefer varied terrain. Type 2 skiers are skiers who do not meet all the descriptions of Type I or Type 3 skier types.
- Type III Skiers:** Aggressive skiing at higher visual indicator settings, prefer fast speeds. Prefer steep terrain. Receive higher than average visual indicator settings. This may reduce the likelihood of release in a fall in order to decrease the risk of inadvertent binding release.
- Type I- Skiers:** For skiers who desire visual indicator settings lower than settings for a Type I skier.
- Type III+ Skiers:** For skiers who desire visual indicator settings higher than settings for a Type 3 skier.

PLEASE COMPLETE THE FOLLOWING:

| Rental Choice | Shoe Size | Height | Weight | Stance (Foot Forward)<br>(Left) Regular / Goofy (Right) | Male<br>Female | SKIER<br>TYPE | Helmet (optional)<br>Y or N |
|---------------|-----------|--------|--------|---|----------------|---------------|-----------------------------|
| Skis          |           |        |        |   |                |               |                             |
| Snowboard     |           |        |        |   |                |               |                             |

### EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT:

I agree on behalf of myself or on behalf of the minor user I am representing to accept for use **AS IS** all equipment to be provided during the group visit to Gunstock, 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 shop. 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 Rental Data form. All user information I provide will be true and correct.

**I understand that the binding system cannot guarantee the user's safety.** In downhill skiing, 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, ski boarding, and Telemark skiing (collectively RECREATIONAL SNOW SPORTS), the binding systems 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 sport of skiing, snowboarding, and other RECREATIONAL SNOWSPORTS 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 skiing/snowboarding use, which relate in any way to the use of the equipment to be issued to the user.

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 Gunstock ski/snowboard shop, its owners, affiliates, agents, officers, directors, and the manufacturers and distributors of the equipment and their successors in interest (collectively PROVIDERS) from all liability for injury, death, property loss and damage which results from the equipment users participation in the sport of skiing/snowboarding, participation in this program, or is in any way related to the use of the equipment, including all liability that results from the NEGLIGENCE OF PROVIDERS, or any other person or cause.**

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 the equipment or participation in this multi-week program. 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 THIS ENTIRE AGREEMENT, AND FULLY UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT.

Users 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/Authorized Designee** (if under 18) : \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Phone Numbers: (Home): \_\_\_\_\_ (Work): \_\_\_\_\_