

**Equipment Rental & Liability Release Agreement**

I accept for use AS IS the equipment listed on this form, and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at full retail value of any equipment provided under this form, but not returned to the shop. I agree to return all rental equipment by the agreed date and time.

I understand that the ski/boot/binding systems 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, cross-country skiing, skiboarding, snowshoeing and other sports utilizing equipment with non-releasable bindings, 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, cross-country skiing, snowshoeing and other sports, including the use of lifts (collectively "RECREATIONAL SNOW SPORTS") involve inherent and other risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury and death that may result from these RECREATIONAL SNOW SPORTS, or which relate in any way to the use of this 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 NOT TO SUE AND TO RELEASE Lost Valley Management or their employees, owners, affiliates, agents, officers, directors, and the equipment manufacturers and distributors and their successors in interest (collectively "PROVIDERS") from all injury, death, property loss and damage or the related liability which results from the equipment users participation in RECREATIONAL SNOW SPORTS for which this equipment is provided, or which is related in any way to the use of this equipment, including all liability which results from the NEGLIGENCE of PROVIDERS, or any other person or cause.

I further agree to hold harmless, 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.

This agreement is governed by the applicable law of this state. If any provision of this agreement is determined unenforceable, all other provisions shall be given full force and effect. Equipment Rental & Liability Release Agreement I

Have Read and Understand This Equipment Rental & Liability Release Agreement.

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

Parent/Guardian'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. If a minor, signature of parent or guardian is required. The signature of one parent or guardian bind both parents concerning any losses they might have.