

# Rental Agreement

## Stone Wall Ski Shop

I have received the equipment listed on this agreement and have been instructed on its use. I verify that the personal information (height, weight, age, skier classification, etc.) on this form is complete and correct. If at any time I feel the equipment is not functioning properly, I will stop using it and return it for inspection, repair, or adjustments.

I understand and agree that skiing, snowboarding, and other winter sports are HAZARDOUS activities, that INJURIES from various causes are an INHERENT RISK of participating in these activities, and that injuries to any or all parts of my body are a COMMON AND ORDINARY OCCURRENCE during these activities. I freely accept and ASSUME ALL RISKS OF INJURY OR DEATH that may occur while using this equipment.

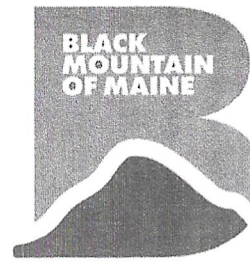
**ALPINE SYSTEM:** I will confirm that the visual release indicators on the alpine ski bindings are the same as those designated on this ticket. I understand alpine ski/boot/binding systems CANNOT RELEASE OR RETAIN in all situations where release or retention may prevent injury and that they therefore CANNOT GUARANTEE MY SAFETY.

**SNOWBOARDS AND CROSS COUNTRY SKIS:** I understand that the binding systems on snowboards and cross-country skis are NOT INTENDED TO RELEASE in a fall or upon impact.

To the fullest extent allowed by law, I agree to **RELEASE FROM LIABILITY**, and to **INDEMNIFY AND HOLD HARMLESS** all manufacturers of the rented equipment provided to me under this agreement, any involved winter sport area, shop or service technician, and their owners, agents, employers, and employees for any injuries, damages, or death related to the use of this equipment. **I FURTHER AGREE NOT TO MAKE A CLAIM OR SUE FOR INJURIES OR DAMAGES RELATING TO THE USE OF THIS EQUIPMENT**, whether such claim is based on NEGLIGENCE, breach of warranty, product defect or any other theory. I accept this equipment AS IS with no warranties, expressed or implied. These waivers and obligations extend to my heirs and assigns.

**THIS DOCUMENT IS A LEGALLY BINDING CONTRACT** which supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but is not intended to assert any claims or defenses which are prohibited by law. If any part of this agreement is deemed void or unenforceable, the remainder shall be given full force and effect. The specific rights of the parties under this contract may vary from state to state.

By signing this contract, I also agree that I will either leave a driver's license or a credit card number so that in the case that I do not return all of my rental equipment that I will be charged the appropriate fee to cover replacement costs for the equipment.



# STONE WALL SKI SHOP

**BLACK MOUNTAIN SKI RESORT**  
P.O. Box 296 • 39 Glover Road  
Rumford, ME 04276  
**207-364-8977**  
www.skiblackmountain.org

## RENTAL AGREEMENT & LIABILITY RELEASE

ALPINE                     
 SNOWBOARD                     
 NORDIC

PERSON USING EQUIPMENT					
<b>NAME:</b> LAST		FIRST			
<b>HOME ADDRESS:</b> STREET					
CITY			STATE		ZIP
HOME PHONE				AGE	
EMAIL					<input type="checkbox"/> HALF DAY <input type="checkbox"/> FULL DAY
<b>SKIER TYPE</b>		<b>RIDER</b>		SHOE SIZE	<b>HEIGHT</b>
I	II	III	R	G	
				FT	IN.
					LBS.
<b>I HAVE READ, UNDERSTAND AND AGREE TO THE WARNING, RELEASE AND AGREEMENT AS STATED ON THE REVERSE OF THIS RENTAL AGREEMENT.</b>					
SKIER/RIDER SIGNATURE					DATE
PARENT/GUARDIAN SIGNATURE					DATE
RENTAL TECHNICIAN ONLY					
SKIS		BOOT		POLES	<b>TOTAL</b>
BOARD					
SKIER CODE	DIN FRONT	DIN REAR		TECH INITIALS	\$
					<b>CASH</b>
					<b>CHARGE</b>

Do you wish helmet rental?    Yes     No     Helmet # \_\_\_\_\_