

# Big Rock Mountain Equipment Rental & Liability Release Agreement

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Date of Rental: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Phone: \_\_\_\_\_

Equipment User Information				
Weight (lb.)	Height (ft. / in.)	Age	Shoe Size (US)	Helmet Size

Select Equipment [X]				
Skis	Snowboard	Boots	Poles	Helmet



Skier Type [X]		
I	II	III
Entry Level / cautious skier who are uncertain of their preference.	Moderate skier and prefer an average ski binding release / retention setting.	Aggressive skier with a preference for a higher ski binding release / retention setting.

**Acknowledgement of Personal Information & Equipment Instructions**

I have accurately represented the requested personal information and it is true and correct. I will not use any of the equipment that is rented to me during this transaction until I have received instruction on its use and I fully understand its use and function. If I am renting downhill ski equipment I will verify that the visual indicator settings to be recorded on this form match the numbers appearing in the visual indicator windows of the rented downhill ski equipment bindings.

**Equipment Rental & Liability Release Agreement**

I accept for use **AS IS** the equipment listed on this form, and I accept full financial responsibility for the care of the equipment while it is in my possession. I agree to be responsible for the replacement at full value of any equipment rented 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 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, 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 sport of skiing, snowboarding, and other recreational activities 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 and snowboarding or which relate in any way to the use of this equipment.

**I HEREBY RELEASE** Big Rock, 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 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 defend and indemnify PROVIDERS for any loss or damages, including any loss or damages that result from claims or lawsuits for personal injury, death, or property damage related in any way to the use of this equipment.

This agreement is governed by the applicable laws of Maine. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I further agree that any claim or suit that I may bring for any reason against the PROVIDERS shall be brought only in the state or federal courts of Maine and that I must put the providers on written notice of any claim within sixty (60) days of the event giving rise to the claim.

This document is a legally binding contract which supersedes any other agreements by or between the parties, and constitutes the **FINAL AND ENTIRE AGREEMENT** regarding this transaction and this equipment.

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

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



Parent/Guardians 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

**Technician's Complete the following:**

Inventory No. / Code			
I.D.		Ski Length	
Board Length		Boot Length	
Binding Youth/Adult		Pole Length	
Skiing			
Skier Code:			
Final Settings			
Left	Right		
		Toe	
		Heel	
<b>Technician Signature &amp; Date:</b>			