

NAME:

STUDENT

"RENTER MEANS THE INDIVIDUAL USING THE EQUIPMENT LISTED ON THIS FORM. I AM THE RENTER OR, IF THE RENTER IS UNDER 18, I AM THE RENTER'S PARENT OR LEGAL GUARDIAN. I UNDERSTAND THAT SKIING, SNOWBOARDING, RIDING A SKI LIFT AND USING SKI AREA FACILITIES, FOR ANY PURPOSE (THE "ACTIVITY") IS HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.

I EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITY, WHICH INCLUDES BUT IS NOT LIMITED TO: changing weather conditions; variations in terrain, existing and changing trail and surface conditions, rocks, stumps, trees, erosion, collisions, natural or man-made obstacles, and the negligence of other individuals. I understand that Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts in high altitude.

I agree to accept the equipment listed on this form "AS IS" and WITH NO WARRANTIES, expressed or implied, and accept responsibility for the care of the equipment during the rental period. I agree to return all of the equipment at the agreed upon date and time and to pay late fees for any tardy return. I agree that Renter will be the only person using the rented equipment and only use designated ski trails and will not permit any other person to use the equipment. I agree that NO MISREPRESENTATIONS HAVE BEEN MADE TO THE RENTAL SHOP REGARDING TO RENTER'S HEIGHT, WEIGHT, AGE AND/OR SKIER TYPE stated on this form. I agree that Renter as received instruction regarding the use of this equipment, understands the function of the equipment and further agrees that the binding release/retention settings appearing in the visual indicator windows on the bindings correspond to the settings recorded on this form. Renter as received satisfactory answers to any questions related to use and functions of equipment. If Renter thinks the equipment is not functioning properly, Renter will stop using it immediately and return it to a rental technician for inspection and possible repair, adjustment or replacement.

I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE RENTER'S SAFETY. In downhill skiing, the binding systems 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. I further understand that the downhill ski binding system does not reduce the risk of any type of injury to Renter, including but not limited to knee injuries. I understand that in snowboarding the bindings are not designed to release as a result of forces generated during normal use and will not ordinarily release during use. I agree to assume and accept any and all known and unknown risks of injury to Renter while using equipment. If I am signing on behalf of a minor, I acknowledge that I have spoken to the minor Renter about the Activity; 2) the minor understands and appreciates the risks of participating in the Activity; and 3) the minor has voluntarily decided to participate in the Activity.

IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE, I AGREE TO DEFEND, INDEMNIFY, RELEASE AND NOT TO SUE Specialty Sports Venture LLC, Vail Resorts, Inc., The Vail Corporation d/b/a Vail Resorts Management Company, Heavenly Valley, Limited Partnership, Vail US Holdings, all of their respective parent, affiliated, and subsidiary companies, the United States, and all their respective insurance companies, successors in interest, sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") FROM ANY AND ALL LIABILITY AND/OR CLAIMS FOR INJURY OR DEATH TO PERSONS CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. I take full responsibility for any injury or loss to Renter, including death, which Renter may suffer, arising in whole or in part out of the Activity. I agree to pay all costs and attorneys' fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned or as a result of the Renter's participation in the Activity and to INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEY'S FEES, ARISING FROM ANY MISREPRESENTATIONS IN OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

I agree that ANY AND ALL CLAIMS for loss, injury and/or death regarding an alleged incident shall BE COVERED BY THE LAW OF THE STATE WHERE THE ALLEGED INCIDENT OCCURRED AND EXCLUSIVE JURISDICTION SHALL BE IN THE

THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEY'S FEES, ARISING FROM ANY MISREPRESENTATIONS MADE IN THIS APPLICATION OR FRAUDULENT EXECUTION OF THIS AGREEMENT. I AGREE THAT THE CREDIT CARD I HAVE PROVIDED FOR THIS TRANSACTION MAY BE USED TO PAY FOR ANY AND ALL RELATED CHARGES.

I UNDERSTAND THIS RELEASE AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

SIGNATURE OF RENTER:

DATE:

SIGNATURE OF PARENT/LEGAL GUARDIAN:
(IF THE RENTER IS UNDER 18 YEARS OF AGE)

DATE:

I am responsible for the full retail value of any loss of equipment, regardless of fault, including repair and/or replacement of damaged, lost, misplaced, or stolen

I am responsible for the full retail value of any equipment that is not returned, or damaged due to negligence.

AGE

SHOE SIZE

GENDER

SUG. LENGTH

SKIER TYPE

SNOWBOARD STANCE

1

2

3

L

R

EQUIPMENT

Ski/Snowboard

SERIAL

LENGTH

BRAND

Boot

SIZE

LENGTH

Helmet

SIZE

SERIAL

VISUAL

INDICATOR

SETTING

TECH INITIALS

RENTER'S SIGNATURE

The Undersigned understands that helmets may reduce or mitigate the severity of head injuries, but are in no way a guarantee of Renter's safety. The Undersigned further recognizes that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn.

HELMET RENTED

HELMET DECLINED

Initials