



# Holiday Valley

## 2011 - 2012 Helmet Registration Form

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Name of Ski Club: \_\_\_\_\_

8 Week Helmet Rental ..... \$18

Unlimited Helmet Rental ..... \$32

Total Received ..... \$ \_\_\_\_\_

I have read and agree to the conditions on the reverse side of this card.

I HAVE READ THE FOREGOING WARNING, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND ALL OF ITS TERMS AS LISTED ON THE REVERSE SIDE OF THIS FORM. I UNDERSTAND THAT THIS AGREEMENT MAY AFFECT MY LEGAL CLAIMS FOR DAMAGES IN THE EVENT OF MY DEATH OR ANY INJURY TO ME. I ENTER INTO THIS AGREEMENT FREELY AND VOLUNTARILY AND THAT IT IS BINDING TO ME. The undersigned, being at least 18 years old, or if younger than 18 years of age have a parent or guardian who has read and signed the following agreement (herein referred to collectively as "I") agree to the terms as outlined on the reverse side.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for use with 8 week or Unlimited rental.

See Reverse Side For Details

\_\_\_\_\_  
Skier Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
If under 18, parent/guardian signature required

person using the helmet during this rental or demo period.  
5. If the helmet is damaged or involved in any kind of accident, I will immediately return it to the shop and report the accident or damage to the shop in writing. I will be responsible for the replacement at full retail value of the helmet if it is not returned to the shop. I acknowledge by obligation to return this helmet by the agreed date in clean condition and agree to pay for any repairs in the event that helmet is damaged beyond normal wear and tear.)  
6. This document is a legally binding contract which supersedes any other agreement or representation by or between the parties. I agree that this binding agreement shall be governed by the laws of the State of New York.  
7. If this equipment is used by someone other than me, I certify that I am acting as agent for the user and that I will provide this form and all pertinent warnings and information to the user. The agreement shall be binding upon my assignees, subrogates, distributors, heirs, next-of-kin, executors, personal representatives and administrators and may be pled as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the signee or any user.  
8. If the equipment user is a minor, I verify that I am the parent or guardian of the minor and I have authority to enter into the agreement on behalf of the equipment user, and I agree to be bound by the terms and conditions of this agreement and to defend and indemnify all renters, manufacturers and distributors of this helmet in any claim or suit arising from said minor's use of the equipment.

Helmet Warning Assumption of Risk & Indemnity Agreement (Rental)  
1. I understand and agree that skiing, snowboarding and related activities are HAZARDOUS and that injuries are common and ordinary occurrences during these activities. I AGREE TO ASSUME ALL RISKS of death or injury to any part of the users' body while using this equipment including any which may result from the use of the helmet.  
2. I understand and agree that no helmet can protect wearer against all foreseeable impacts to the head, and that skiing and snowboarding can expose the user to forces which exceed the limits of protection offered by this helmet. I understand that this helmet does not guard against injury to the neck, spine or any other part of my body, and that these limitations are INHERENT RISKS of any activity in which this helmet will be used.  
3. I further agree that I WILL DEFEND AND INDEMNIFY Win-Sum Ski Corp, this ski and/or snowboard shop, winter sport arena, MPH Associates, Inc., Boert Sport S.R.L. and all other manufacturers and distributors of this helmet and its components, as well as their owners, agents, employees and affiliated companies if any claim or action is pursued for any injuries, damages or death resulting from skiing, snowboarding or any related activities involving the use of this equipment.  
4. This helmet must fit properly in order to maximize its performance, and I agree that this helmet has been properly fitted to me by the provider. All instruction on the use of the helmet have been made clear to me and I understand the function of my helmet. I warrant that the helmet is comfortably snug and that when I fasten the chinstrap and shake my head there is no significant movement of the helmet. I further warrant that I will be the only