

Holiday Valley Rental Registration 2017-2018

Last Name _____ First Name _____

Address _____ City _____

State _____ Zip _____ Phone _____ Date of Birth _____

Age _____ Email: _____

Rental Options. Please read acknowledgment of risk on reverse side before signing below.

Elan Ski, Boots & Poles Height _____ Weight _____ Shoe Size _____ 8 week rental \$95 Unlimited Rental ... \$120

Skier Type **(Please circle one)**

Type 1 Cautious Skiing - Light Release/Retention Setting

Type 2 Moderate Skiing - Average Release/Retention Setting

Type 3 Aggressive Skiing - Higher Release/Retention Setting

Burton Snowboard & Boots Height _____ Weight _____ Shoe Size _____ 8 week rental \$115 Unlimited Rental ... \$140

Snowboarder Type **(Please circle one)**

Type 1 Beginner Snowboarder

Type 2 Intermediate Snowboarder

Type 3 Advanced Snowboarder

Smith Helmet Sizes XS-XL available 8 week rental \$20 Unlimited Rental ... \$35

Sign Here 

Skier/Snowboarder Signature

Date

If Under 18, Parent's Signature Required

Payment

Credit Card # _____ CID# _____ Exp. Date _____

Total Received \$ _____

Date Received _____

Cash ___ Check ___ Credit Card ___

SKIER RENTAL ACKNOWLEDGMENT OF RISK

Upon receipt of any ski rental equipment provided in connection with the agreement, I agree to inspect such equipment and return any such equipment for exchange if it is found to be unsatisfactory for my use. I also understand that the binding release/retention values will be set on the basis of my height, weight, skier type and age, and verify the accuracy of all information provided by me or on my behalf in connection with this ski rental. I understand and am aware that skiing is a HAZARDOUS activity. I understand that the sport of skiing and the use of ski equipment involves a risk of injury to any and all parts of the user's body. I hereby agree to freely and expressly assume and accept any and all risks of injury to the user of this equipment. I have read and understand the statements describing the responsibilities of skiers, which are outlined on the **RESPONSIBILITIES OF SKIERS & ACKNOWLEDGMENT OF RISK** above. I understand that I will be instructed on the use and function of the ski equipment and I understand that I may ask the rental shop technicians whatever questions I may have about the ski equipment until all such questions have been answered to my satisfaction. I understand that the ski equipment being furnished forms a part of or all of the ski-boot binding system which will not release or retain at all times, or under all circumstances, and that it is not possible to predict every situation in which it will or will not release or retain, and that its use cannot guarantee the user's safety or freedom from injury while skiing, I further agree and understand that this ski-boot binding system does NOT ELIMINATE THE RISK OF INJURIES to any part of the user's body. I agree to release the manufacturer, the distributor, the retailer and rental establishment, who manufacture, distribute and provide this snowboard skiing equipment from any and all responsibility or liability or damages of any kind to the user of the equipment listed on this form, or to any other person. I agree not to make any claim or institute any legal action against the manufacturer, distributor, retailer and rental establishment, if any, who provided the equipment for injuries or damages incurred as a result of the use of the equipment. I agree to check the ski equipment before each use, including the Teflon pad (AFD) under my boot sole, and that I will not ski if any parts are worn, damaged, or missing. I understand that the shop will exchange or readjust this equipment at any time, free of charge, and that I should not make any adjustments on my own. It is understood that the rental equipment is to be used for normal recreational skiing only, and that if the equipment is not returned on the last day of this agreement in as good condition as when rented (wear and tear due to normal recreational usage excepted), or if it is lost or stolen, I am responsible to pay in cash for repair charges, further rental charges, or replacement at the full retail value. I hereby agree to accept the terms and conditions of this contract. This document constitutes the final and entire agreement between this rental shop and the undersigned. This rental shop, itself, provides NO WARRANTIES, express or implied, and the ski equipment is accepted as is. I have carefully read this agreement and fully understand its contents. I am aware that this is an acknowledgment of risk and a contract between myself and this rental shop, and I sign it of my own free will.

SNOWBOARD RELEASE OF LIABILITY AGREEMENT FOR EQUIPMENT LISTED

This is a release of liability relating to the use of snowboard equipment. By signing this form you are releasing the manufacturer, the distributor, the retailer, and rental establishment, if any, of any and all liability, including liability for negligence, for any injuries you may sustain in the use of the products listed. Please read carefully before signing. Liability Release agree to accept full responsibility for the use and care of the equipment listed on this form. No representations have been made to the provider of the skiing equipment regarding this user's weight or age. I am aware and understand that snowboard skiing is a hazardous activity which involves a risk of injury to any and all parts of the user's body. I hereby agree to freely and expressly assume and accept any and all risks of injury to the user of this equipment while snowboard skiing. I understand that the snowboard skiing equipment being supplied forms a part of or all of a snowboard/boot/binding system which is a NON RELEASE system. This means the binding will not release automatically, even upon impact. This system does not reduce the risk of injuries to any part of this user's body. I agree to release the manufacturer, the distributor, the retailer and rental establishment, who manufacture, distribute and provide this snowboard skiing equipment from any and all responsibility or liability or damages of any kind to the user of the equipment listed on this form, or to any other person. I agree not to make any claim or institute any legal action against the manufacturer, distributor, retailer and rental establishment, if any, who provided the equipment for injuries or damages incurred as a result of the use of the equipment. I agree not to transfer any part of this snowboard skiing equipment to any other user. In the event I do so, I agree to indemnify the manufacturer, distributor, retailer and rental establishment against any claim, demand, losses or damages arising out of the injury or property damage through the use of said equipment. I agree to accept the terms and conditions of this contract. This document constitutes the final and entire agreement between the manufacturer, distributor, retailer and rental establishment and the undersigned. This shop, provides NO WARRANTIES, express or implied, and this snowboard skiing equipment is accepted "as is." I have carefully read this agreement and release of liability and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the manufacturer, distributor, retailer and rental establishment and I sign it of my own free will. I agree to take full responsibility for the equipment listed on this page. In the case of damage or theft, I will pay its cost. I sign it of my own free will.

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., Boeri Sport S.R.I. 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 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 supercedes 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, distributees, 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.