



STURTEVANTS ALPINE AND BACKCOUNTRY SKI EQUIPMENT RENTAL LIABILITY LANGUAGE

RENTAL AGREEMENT and EQUIPMENT DIRECTIONS

I accept full financial responsibility for the equipment listed on this form. I promise to return it clean and undamaged by the agreed time and date, and if I fail to do so, I will pay for its repair, cleaning or replacement at the full retail rate, as determined by the shop, as well as for the full rental value of any additional days.

I understand how this equipment works and have received instructions and satisfactory answers to any questions. I agree to check this equipment before each use, and if at any time this equipment does not seem to be working properly, I will stop using it immediately and return it for inspection and possible repair or adjustment.

If this equipment is to be 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.

If a Parent/Guardian/Agent: I verify that I am the parent, guardian or agent of the Equipment User and that I have the authority to enter into this agreement on behalf of the Equipment User and I agree to be bound by the terms of this Warning, Assumption of Risk, Liability Release, Indemnity and Hold Harmless Agreement and Agreement Not to Sue.

ACKNOWLEDGEMENT of PERSONAL INFORMATION

I understand that proper binding settings depend upon the accuracy of my statements about weight, height, age, and skier type on this form. I have confirmed that the binding release/retention settings on this equipment correspond to those stated on this form.

WARNING, ASSUMPTION of RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT and AGREEMENT NOT TO SUE. PLEASE READ CAREFULLY BEFORE SIGNING

1. I understand and agree that skiing 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 of injury to any part of the user's body while using this equipment.
2. I understand that the ski-boot-binding system is designed to release the boot from the ski when certain forces on the system reach preset values, but that the binding **WILL NOT RELEASE OR RETAIN** at all times where release or retention may prevent injury, and that it **CANNOT** prevent all injuries to any part of the user's body. I understand and agree that lower settings on my bindings will increase releasability but may also increase the risk of injury due to inadvertent release that higher settings on my bindings will increase retention but may also increase the risk of injury due to non-release, and that injuries due to unwanted release or retention are inherent risks of skiing.
3. I understand and agree that certain risks of skiing may be reduced, but not entirely eliminated, by taking lessons, by following "**YOUR RESPONSIBILITY CODE**" which is posted at most wintersport areas and by using reasonable care and common sense.
4. I further understand that brakes or other runaway prevention system must be used with all skis at all times, including while riding lifts and while carrying equipment on or near a slope, in order to reduce the risk of injury to others.
5. I understand that a helmet designed for SKIING use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impact, even when a helmet is worn.
6. To the fullest extent allowed by law, I hereby agree to forever **RELEASE AND HOLD HARMLESS** Glenne LLC ("Sturtevant's"), and all manufacturers and distributors of this equipment, as well as their owners, agents, employees and affiliated companies, from **ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY** for any injuries, damages or death to any user of any equipment listed on this form, whether resulting from **NEGLIGENCE** or any other cause. I further agree that **I WILL DEFEND AND INDEMNIFY** them if any claim or action is pursued for any injuries, damages or death relating to skiing or any related activities involving the use of this equipment.
7. I accept this equipment "**AS IS**" and with **NO WARRANTIES**, express or implied, beyond those stated in this agreement and in the manufacturer's written limited warranty, if any.
8. This document is a **LEGALLY BINDING CONTRACT** which supersedes any other agreements by or between the parties, and which constitutes the **FINAL AND ENTIRE AGREEMENT** regarding this transaction and this equipment. This agreement is intended to provide a **COMPREHENSIVE RELEASE OF ALL LEGAL LIABILITY** which is binding upon and for the benefit of all parties, their heirs, agents and assigns, but it is not intended to assert any claims or defenses that are prohibited by law. This agreement is governed by The State of Idaho. If any part of this agreement is held to be invalid or unenforceable, the remainder shall be given full force and effect. The specific legal rights of the parties may vary among different states and provinces.

I HAVE CAREFULLY READ, UNDERSTOOD AND AGREED TO THE TERMS OF THIS WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE. I AM AWARE THAT THIS IS A LEGALLY BINDING CONTRACT.