



## STURTEVANTS SNOWBOARD, NORDIC SKI, SNOWSHOE, AND SNOW SPORTS 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 equipment settings depend upon the accuracy of my statements about weight, ability, and intended use.

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

1. 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.
2. I understand that the binding system cannot guarantee the user's safety. In Snowboarding, Nordic Skiing, Snowshoeing, and other snow sports (collectively "RECREATIONAL SNOW SPORTS") utilizing equipment with non-release bindings, 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.
3. I understand that RECREATIONAL SNOW SPORTS 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 these RECREATIONAL SNOW SPORTS, or which relate in any way to the use of this equipment.
4. I understand that a helmet designed for RECREATIONAL SNOW SPORTS 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.
5. **I AGREE TO RELEASE AND HOLD HARMLESS** Glenne LLC ("Sturtevant's"), its employees, owners, affiliates, agents, officers, directors, and the equipment manufacturers and distributors and their successors and their successors in interest (collectively "PROVIDERS"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the RECREATIONAL SNOW SPORTS for which the equipment is provided, or which is related in any way to the use of this equipment, including all liability which result from the **NEGLIGENCE OF PROVIDERS**, or any other person or cause.
6. I further agree to **DEFEND AND INDEMNIFY PROVIDERS** for any loss or damage, including any that results from claims or lawsuits for personal injury, death, and property loss or damage related in any way to the use of this equipment.
7. This agreement is governed by The State of Idaho. If any provisions of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.
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. If any part of this agreement is held to be invalid or unenforceable, the remainder shall be given full force and effect.

**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.**