



Sturtevant's' Snow Sports Equipment Rental Agreement

DAMAGE INSURANCE (optional)

Damage insurance covers breakage & damage from normal skiing or snow sport use. Repair costs resulting from apparent abuse (as determined by Sturtevant's' Shop Manager) including 'riding rails' & lost or stolen gear will be charged at retail value to the renter.

ACKNOWLEDGEMENT OF PERSONAL INFORMATION & EQUIPMENT INSTRUCTIONS

I have accurately represented the listed information and it is true and correct. I will not use any of my equipment until I have received instruction on its use and I fully understand its use and function. I agree to verify that the visual indicator settings to be recorded on this form for downhill ski or snowboard equipment agree with the number appearing in the visual indicator windows of the equipment to be listed on this form.

EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT

I accept for use AS IS the equipment listed on this form, and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the shop. I agree to return all rental equipment by the agreed date indicated on this form. Equipment returned late will be charged additionally. I understand the binding system cannot guarantee the user's safety. In downhill skiing, the binding system 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 understand the sports of skiing, snowboarding, ski boarding, snowshoeing, and other sports (collectively "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.

I understand that a helmet designated 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.

I AGREE TO RELEASE AND HOLD HARMLESS Sturtevant's, its employees, owners, affiliates, agents, officers, directors, and the equipment manufacturers and distributors 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.

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.

This agreement is governed by the applicable law of this state. If any provision(s) of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT.

Parent, Guardian, Agent: I verify that I am the parent, guardian, or agent of the equipment user and I have the authority to enter into this agreement on behalf of the equipment user and I agree to be bound by the terms and conditions of this agreement.

As an agent I agree to instruct the user.

Updated November 27, 2013