



# RENTAL AGREEMENT

1Day 2Day 3Day 4Day

N3332 Pine Mountain Road, Iron Mountain, MI 49801

906-774-2747

Date Out:

Date Due:

Last name: \_\_\_\_\_ First name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

Weight: \_\_\_\_\_ Height \_\_\_\_\_ Age \_\_\_\_\_

Shoe Size \_\_\_\_\_ Technician Initials: \_\_\_\_\_

Board #: _____	Size: _____
Ski #: _____	Size: _____ cm.
Boot #: _____	Sole Length: _____ mm.
Pole: _____	Helmet: _____

Visual Indicator

Settings

Left	Right

**Downhill Skiing**  
 Skier Type (check one)  
 I \_\_\_\_\_ II \_\_\_\_\_ III \_\_\_\_\_

**Snowboarding**  
 Stance (check one)  
 Regular \_\_\_\_\_ Goofy \_\_\_\_\_

- SKI PKG**
- Snow Board PKG**
- Poles Only**
- Helmet Only**

## AGREEMENT

I have verified that the final settings recorded above on this form correspond with the visual indicator windows of the bindings. I understand that these settings depend on the accuracy of my statements on this form regarding my age, height, and weight and skier type. **I HAVE READ AND AGREED TO THE WARNING AND LIABILITY RELEASE BELOW.**

\_\_\_\_\_

**Signature of Skier, Partner, Guardian or Agent (circle one)**

**Date:** \_\_\_\_\_

### WARNING, LIABILITY RELEASE, INDEMNITY AGREEMENT AND ASSUMPTION OF RISK AGREEMENT

*PLEASE READ CAREFULLY*

**ASSUMPTION OF RISKS:** I understand how this equipment works and have received proper instruction and satisfactory answers to my questions. 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. I understand and agree that skiing, snowboarding, skiboard-ing and related activities are **HAZARDOUS** and that injuries are common and ordinary occurrences during these activities. **I AGREE TO ASSUMME ALL RISKS OF INJURY OR DEATH.** Please initial  \_\_\_\_\_

If Pine Mountain ski equipment or ski-boards are being furnished, I understand that the ski-boot-binding system will release the boot from the ski when certain forces on the system reach preset values, but that it will **NOT RELEASE OR RETAIN** at all times where release or retention may prevent injury, and that it **CANNOT** prevent all injuries or guarantee the user's safety. I under-

stand and agree that unwanted release or retention of bindings is an inherent risk of using any ski-boot-binding system. I further agree and understand that any ski-boot-binding is an inherent risk of using any ski-boot-binding system. I further agree and understand that any ski-boot-binding system does **NOT ELIMINATE THE RISK** of injuries to the user's knees or to any other of this user's body.

Page 1 of 2

Please initial

\_\_\_\_\_

**WARNING, LIABILITY RELEASE, INDEMNITY AGREEMENT  
AND ASSUMPTION OF RISK AGREEMENT (page 2 of 2)**

***PLEASE READ CAREFULLY***

If touring (AT) bindings and/or boots are being furnished, I understand and agree that this equipment provides functionalities that I want, but it might NOT provide the same degree of release and retention protection as regular Alpine boots and bindings, and that injuries resulting from unwanted release or retention of this or any other ski-boot-binding system are inherent risks of skiing.

If Nordic or Snowboard equipment is being furnished, I understand that these systems normally will **NOT RELEASE** in falls and accidents and that they do **NOT PROTECT** against any type of injury.

If a **HELMET** is being furnished I understand that no headgear can protect against all foreseeable impacts, that skiing and snowboarding can expose the user to forces which exceed the limits of protection offered by this helmet, that helmets do not guard against injury to the neck, spine, face or any other part of the body, and that these features are inherent risks of using this equipment. Helmets must be properly fitted to each user, and I agree this helmet has been properly fitted by the provider. I warrant that the helmet is comfortably snug and that when I fasten the chin strap and shake my head there is no significant movement of the helmet. I agree if the helmet is damaged or involved in any kind of an accident, I will stop using it immediately, return it to the shop and report the accident or damage.

I understand that equipment used, such as ski lifts, snowcats, snow machines and the like, may be in progress at any time; I agree to accept full responsibility for and to assume all risk of accident or damage to my person or property caused by such equipment.

To the fullest extent allowed by law, I hereby **RELEASE** this ski shop, Pine Mountain Ski Resort and all other persons and companies who provide any equipment to me or have any involvement in manufacturing, distributing, selling, renting, mounting, adjusting, servicing, maintaining, testing or inspecting, any of the equipment I use, and all of their agents, employees, officers, directors, owners, and affiliated companies ("Released Parties") from **ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY** for any and all claims asserted by anyone arising out of injuries, damages or death I may suffer, whether caused by **NEGLIGENCE** or any other cause. I further agree that neither I, my estate, heirs or assigns **WILL EVER SUE** the Released Parties, and that **WE WILL DEFEND AND INDEMNIFY** the Released Parties if any claim or action is pursued by anyone arising out of any injuries, damages or death to me that has any connection whatsoever to skiing, snowboarding or any activities involving the use of this equipment.

Please initial \_\_\_\_\_

I accept this equipment "AS IS" and with NO WARRANTIES, expressed or implied, beyond those stated herein and in the manufacturer's written warranty.

This document constitutes the **FINAL AND ENTIRE AGREEMENT** regarding this transaction and this equipment, and it supersedes any and all other documents or oral statements. If any part is found to be invalid or unenforceable, the remainder shall be given full force and effect.

**THIS IS A CONTRACT** which provides a **COMPEHENSIVE RELEASE OF LIABILITY**, but it is not intended to assert any claims or defenses that are prohibited by law. The specific legal rights of the parties may vary in different states and provinces.

If this equipment is to be used by someone other than me, I certify that I am acting for the ultimate user and that I will provide this form and all other warnings and information to the ultimate user.

Signature of User or Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Parent's Signature if User is a Minor: \_\_\_\_\_ Date \_\_\_\_\_