

|  |        |        |           |            |                      |                   |   |  |                   |                                 |
|--|--------|--------|-----------|------------|----------------------|-------------------|---|--|-------------------|---------------------------------|
| NAME _____<br>LAST FIRST MIDDLE INITIAL        |        |        |           |            | LOCATION _____       | DATE _____        | SNOWBOARD STANCE<br><input type="checkbox"/> REGULAR (Left foot forward)<br><input type="checkbox"/> GOOFY (Right foot forward) |  | RETURN DATE _____ | FIRST LETTER OF LAST NAME _____ |
| HOME ADDRESS _____                             |        |        |           |            | SKI/BOARD # _____    | LENGTH _____      | DIN SETTINGS  |  |                   |                                 |
| CITY _____ STATE _____ ZIP CODE _____          |        |        |           |            | BOOT # _____         | SOLE LENGTH _____ | LEFT RIGHT  |  |                   |                                 |
| LOCAL PHONE _____ HOME PHONE _____ EMAIL _____ |        |        |           |            | HELMET # _____       | SIZE _____        | TOE   |  |                   |                                 |
| DRIVER'S LICENSE #/STATE _____                 |        |        |           |            |                      |                   | HEEL  |  |                   |                                 |
| AGE  | WEIGHT | HEIGHT | SHOE SIZE | SKIER TYPE | RADIO # _____        |                   |   |  |                   |                                 |
|  |        |        |           |            | TECH SIGNATURE _____ |                   |   |  |                   |                                 |



RESORT  
**TAMARACK**

**RENTAL WARNING, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT - PLEASE READ CAREFULLY BEFORE SIGNING**

I have received the equipment listed on this agreement and have been instructed on its use. I verify that the personal information (height, weight, age, skier classification) on this ticket is correct. If at any time I feel the equipment is not functioning properly, I will stop using it and return it for inspection, repair or adjustments.

I understand and agree that skiing, ski boarding, snowboarding and other winter sports are HAZARDOUS activities, that INJURIES from various causes are an INHERENT RISK of participating in these activities, and that injuries to any or all parts of my body are a COMMON AND ORDINARY OCCURRENCE during these activities. I freely accept and ASSUME ALL RISKS OF INJURY OR DEATH that may occur while using this equipment.

ALPINE SYSTEMS: I have confirmed that the visual release indicators on the alpine ski bindings are the same as those designated on this ticket. I understand alpine ski/boot/binding systems CANNOT RELEASE OR RETAIN in all situations where release or retention may prevent injury and that they therefore CANNOT GUARANTEE MY SAFETY.

SNOWBOARDS AND X-C: I understand that the binding systems on snowboards and cross-country skis are NOT INTENDED TO RELEASE in a fall or upon impact.

To the fullest extent allowed by law, I agree to RELEASE FROM LIABILITY, and to INDEMNIFY AND HOLD HARMLESS Tamarack Resort, all other manufacturers and distributors of the equipment provided to me under this agreement, any involved winter sport area, shop or service technician, and their owners, agents, employers and employees for any injuries, damages or death related to the use of this equipment. I FURTHER AGREE NOT TO MAKE A CLAIM OR SUE FOR INJURIES OR DAMAGES RELATING TO THE USE OF THIS EQUIPMENT, whether such claim is based on NEGLIGENCE, breach of warranty, product defect or any other theory. I accept this equipment AS IS with no warranties, express or implied. These waivers and obligations extend to my heirs and assigns.

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT which supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but is not intended to assert any claims or defenses which are prohibited by law. If any part of this agreement is deemed void or unenforceable, the remainder shall be given full force and effect. The specific rights of the parties under this contract may vary from state to state.

I have read, understand, and agree to the terms of this Warning, Liability Release and Assumption of Risk Agreement.

|   |            |   |  |
|---|------------|---|--|
| <b>I AM LAWFUL AGE AND LEGALLY COMPETENT, AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS SET FORTH HEREIN.</b>  |            | <b>EQUIPMENT DAMAGE INSURANCE</b><br>NOT INSURED AGAINST THEFT \$3.00 PER DAY |  |
| SIGNATURE _____   | DATE _____ | ACCEPTED <input type="checkbox"/>   | Therefore, the shop will absorb the cost of repairing any damaged equipment caused during normal use; however, I am still responsible for the FULL value of any lost, misplaced, stolen equipment or damage due to negligence. |
| PARTICIPANT UNDER 18 YEARS OF AGE ("Child"): I represent that I am the parent and/or legal guardian of the Child; I acknowledge and agree that I have read the above Agreement, and I and the Child agree by its terms; I accept responsibility for all the child's medical expenses incurred in connection with these activities; I agree to indemnify releasees for any and all claims whatsoever brought by the Child; and I agree to indemnify the Releasees for any and all claims whatsoever brought by a third party arising in connection with the child. |            | DECLINED <input type="checkbox"/>   | Therefore, I am responsible for the FULL value of any loss of equipment, regardless of fault, including repair and/or replacement of damaged, lost, misplaced or stolen equipment.   |
| SIGNATURE (PARENT/GUARDIAN): _____  | DATE _____ | <b>DAMAGE WAIVER NOT APPLICABLE TO DEMO SKIS</b>                              |  |