

Wolf Creek Ski Area
RENTAL LIABILITY RELEASE AGREEMENT
FOR SKIERS AND SNOWBOARDERS
 Submit this form to the Rental Shop upon arrival.

Group Name: _____

Name: Last _____ First _____ MI _____

Street: _____

City: _____ **State:** _____ **Zip:** _____

Phone #: _____ **Local Accommodations:** _____

Driver Lic. #: _____ **State:** _____

Your weight: _____ **Lbs.** **Your height:** _____ **ft.** _____ **in.** **Age:** _____

SKIER Release/Retention Settings (see other side for description): I II III

SNOWBOARDER Front/Lead Foot (circle one):
L R

Acknowledgment of Personal Information & Equipment Instructions

I have accurately represented the above listed information and it is true and correct. I will not use any of the equipment to be provided to me during this transaction until I have received instruction on its use and function. I agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment, and skiboards equipped with release bindings, agree with the numbers appearing in the visual indicator windows of the equipment to be listed on this form.

Name	Age	Ski Size	ID#	Boot		Pole	Height	Weight	Sex	Skier Type (check one)			Rental Use Visual Indicator Setting	
				Size	CM Length					I	II	III	LT	LH
			Rental Use		Rental Use									
													RT	RH

EQUIPMENT RENTAL AND 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 rental shop. I agree to return all rental equipment by the agreed date.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing, and snowboarding with skiboards equipped with release bindings, 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. In snowboarding, cross-country skiing, snowboarding with skiboards equipped with non-release bindings, snowshoeing and other 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.

I understand that the sports of skiing, snowboarding, skiboarding, 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 designed for RECREATIONAL SNOW SPORTS use may 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 impacts, even when a helmet is worn.

I AGREE TO RELEASE AND HOLD HARMLESS the equipment of Wolf Creek Ski Area's ski/snowboard shop, 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 results 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 against PROVIDERS for personal injury, death and property loss and damage related in any way to the use of this equipment.

I agree this agreement is governed by Colorado law and the **EXCLUSIVE** Jurisdiction for any claims hereunder is in the State District Court for Mineral County Colorado. If any provision 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 AND LIABILITY RELEASE AGREEMENT.

User's Signature: _____ Date: _____

Parent/Guardian: If equipment user is a minor, I verify that I have the authority to enter into this agreement on behalf of the equipment user and I agree to be bound by all terms and conditions of this agreement.

Parent/Guardian's Signature: _____ Date: _____