

EQUIPMENT RENTAL AGREEMENT AND SKI SCHOOL LIABILITY RELEASE

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 that is not returned to the shop. I agree to return all equipment by the agreed date.

I understand that 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. In snowboarding, cross-country skiing, Snowblade and Snowdeck use, 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 and am aware that all forms of alpine activities available through the use of rental equipment, and alpine activities available through the resorts Ski/Snowboard School, including but not limited to skiing, snowboarding, blading, and snowdecking, and the associated use of aerial or surface lifts, are hazardous activities involving exposure to inherent and other risks of injury, death or property damage. These risks include, but are not limited to, continually changing weather conditions and visibility, surface and sub-surface snow or ice conditions, design and conditions of natural or man-made terrain features that may exist throughout the area, drop-off's, moguls, bare spots, rocks, ruts, stumps, trees, lift towers, snowmaking equipment, poles, ropes, posts, grooming vehicles, snowmobiles, and other participants. In recognition of the risks associated with my participation in alpine activities through the use of rental equipment, or alpine activities through the Ski/Snowboard School, I, on behalf of myself and/or as the parent or legal guardian of the minor child identified herein, **VOLUNTARILY ACCEPT AND ASSUME ALL RISKS OF INJURY OR DEATH, OR PROPERTY DAMAGE** that might be associated with or result from these activities.

Students in the Ski/Snowboard School will utilize aerial or surface lifts. These lifts present a variety of risks which include, but not limited to, difficulties in loading and off-loading the lifts and the potential of the student somehow sliding off the chair and falling to the surface below. In addition, as there are generally more students than instructors, the student will be riding the lift either with another inexperienced student or with another skier/snowboarder or by themselves. We do not provide an instructor or other escort for each student riding the lift.

It is the responsibility of the student (or parent/guardian if the student is under 18) to check and inspect that personal equipment is working as intended by the equipment manufacturer.

To the fullest extent allowed by law, I, on behalf of myself and/or as the parent or legal guardian of the minor child identified herein, agree to **HOLD HARMLESS, RELEASE, INDEMNIFY AND PROMISE NOT TO BRING A CLAIM AGAINST OR SUE** Mountain Resort Associates, L.L.C., its parent company, owners, officers, directors, agents, the ski/snowboard shop, its employees, and the manufacturers and distributors of this equipment (collectively "PROVIDERS") from any and all liability on account of, or in any way resulting from, personal injury, death or property damage, whether caused by the **NEGLIGENCE** of Providers, or by any other reason.

I understand and agree that this agreement is intended to be as broad and inclusive as is permitted by law, and if any portion is held invalid, the balance shall continue in full legal force and effect. I have made no misrepresentations to persons or staff at Mountain High Resort, including, but not limited to, any as to name, age, weight and height.

I understand that this is a legal binding contract. I agree that any claim that I may bring be filed in the Courts of Los Angeles County, North District and shall be governed by the Laws of California.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ, UNDERSTOOD AND ACCEPTED EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT THIS AGREEMENT INCLUDES AN EQUIPMENT RENTAL AND RELEASE OF LIABILITY WHICH MAY LEGALLY PREVENT ME OR ANY OTHER PERSON FROM FILING SUIT, OR MAKING OTHER CLAIMS FOR DAMAGES, IN THE EVENT OF DEATH, PERSONAL INJURY OR PROPERTY DAMAGE. I HAVE FREELY AND VOLUNTARILY SIGNED THIS AGREEMENT IN EXCHANGE FOR THE USE OF THIS EQUIPMENT.

"I have read and understand this document and I do read ENGLISH" _____ (initial)

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN IT IF YOU DO NOT AGREE WITH ITS TERMS.

Users Name

Age

Signature

Date

If the individual using the rental equipment is under 18, the Parent or Legal Guardian must also sign: I understand and agree that Mountain High does not provide supervision for my child after the lesson is complete. I understand that Mountain High will release my child in the Ski School teaching area after the lesson and it is my responsibility to meet my child at the designated time and location.

Name of Parent or Legal Guardian

Signature

Date