

Silver Mountain Group Rental/ Lesson / Flow Rider Release Form

First Name		Last Name		Middle Initial
Street Address		City	State	Zip
Email Address			Telephone Number	
Birth Date	Age	State Driver's License/ID Card Number	Issuing State	Expiration Date
Emergency Contact Name			Emergency Contact Telephone	

Taking Lessons? If so, please fill out this section completely

Type of Lesson	<input type="checkbox"/> Ski	<input type="checkbox"/> Snowboard		
Ability Level:	<input type="checkbox"/> Never Ever	<input type="checkbox"/> Beginner	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Advanced
Group Lesson Time:	<input type="checkbox"/> 10:30am	<input type="checkbox"/> 1:00pm		

Renting? If so, please fill out this section completely

<p><u>If Renting Skis</u></p> <p style="text-align: center;">Circle One</p> <p>Skier Type: <input type="checkbox"/> Never Ever <input type="checkbox"/> Beginner</p> <p style="padding-left: 40px;"><input type="checkbox"/> Intermediate <input type="checkbox"/> Advanced</p>	<p><u>If Renting Snowboard</u></p> <p style="text-align: center;">Circle One</p> <p>Left Foot Forward Right Foot Forward</p> <p style="padding-left: 40px;">Regular Goofy</p>
<p>Users Weight: _____ Height: _____ Shoe Size: _____ Mens Womens Child</p>	

Using Flow Rider Surf Wave at Silver Rapids Water Park? If so, please fill out this section completely

Participant's Name: (Please Print) _____
Participant's Signature: _____ Date: _____
If Participant is a minor please have Parent or Guardian read and sign affidavit below.

EQUIPMENT RENTAL AGREEMENT

In consideration of S&W Ops LLC, doing business as Silver Mountain Resort renting the equipment to me pursuant to my application above ("the Equipment"), I hereby agree as follows:

1. I have inspected the Equipment and accept it in its current condition.
2. I accept full responsibility for the care of the Equipment during the term of its rental and agree to return it on the above expiration date in as good a condition as I received it, less normal wear and tear. I agree to pay the cost of any damage to the Equipment caused by my misuse or other casualty to the Equipment during the rental.
3. If I fail to return the Equipment or return it in a damaged condition which is beyond repair, I agree to pay the retail replacement cost of the Equipment. I assume full responsibility for the Equipment being stolen.
4. If the Equipment is not returned by 2 pm on the expiration date, I will pay its daily rental until it is returned.

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- 5. I authorize the charging of my credit card for daily rental charges for late return of the Equipment, for costs of repair of the Equipment and for the retail replacement value of the Equipment if it is damaged beyond repair or not returned within one week of the expiration date.
- 6. I understand that I will be using the Equipment in a recreational activity that is hazardous and could result in my injury or death and assume all risk of injury or death resulting from my use of the Equipment.
- 7. I agree to properly use the Equipment and assume responsibility for knowing or learning how to use it properly.
- 8. With respect to renting of ski or snowboard Equipment, I agree that the following shall apply, as the case may be:
 - a) I UNDERSTAND THAT THE SKI/BOOT/BINDING SYSTEM WILL NOT RELEASE AT ALL TIMES OR UNDER ALL CIRCUMSTANCES. NOR IS IT POSSIBLE TO PREDICT EVERY SITUATION IN WHICH IT WILL RELEASE, AND IT IS THEREFORE NOT A GUARANTEE OF MY SAFETY. I FURTHER UNDERSTAND THAT THE SKI BINDING IS NOT DESIGNED OR CAPABLE OF PROTECTING AGAINST KNEE INJURIES OR INJURIES TO ANY OTHER PART OF MY BODY. I HAVE VERIFIED THAT THE VISUAL INDICATORS ON THE BINDINGS SHOW A SETTING WHICH MATCHES THE SETTING SET FORTH ABOVE.
 - b) I UNDERSTAND THAT SNOWBOARDING/BOOT/BINDING, TELEMARSKI/BOOT/BINDING SYSTEM, SNOWBLADE/BINDING AND SNOWSHOE/BINDING ARE NOT DESIGNED TO RELEASE AS A RESULT OF FORCES GENERATED DURING OPERATION, INCLUDING FALLS.
 - c) ACCORDINGLY, I EXPRESSLY AND VOLUNTARILY ASSUME THE RISK OF AND THE LEGAL RESPONSIBILITY FOR ANY INJURY TO PERSON OR PROPERTY WHICH MAY RESULT FROM THE USE OF SKI/BOOT/BINDING SYSTEM, TELEMARSKI/BOOT/BINDING SYSTEM, SNOWSHOE/BOOT/BINDING SYSTEM.

RELEASE OF LIABILITY

In consideration of S & W Ops LLC, doing business as Silver Mountain Resort, renting the Equipment to me and/or providing the lessons referenced above, I hereby release S & W Ops LLC and its lessors and their respective employees, managers, members, agents, contractors and affiliates (the "Released Parties") from any and all claims for my injury or death or damage to my property arising out of my use of the Equipment or my participation in lessons referred above. This release of claims against the Released Parties includes, but is not limited to, claims arising out of failure of Equipment.

As further condition for my use of the Equipment and/or participation in lessons, I agree to indemnify and defend the Released Parties against any claims of third parties for injury, death or property damage arising out of collisions with me or any of my actions while I am using the Equipment or participating in Lessons.

If any provision of this agreement is found to be unenforceable, it shall be severed, and the balance of the agreement shall remain in full force and effect. Venue for any action related to this agreement shall be in Shoshone County, Idaho or, if federal court jurisdiction is involved, in the federal district court serving Shoshone County, Idaho.

Name of Customer: (Printed) _____ Signature of Customer: _____

PARENTAL AGREEMENT

As an inducement to the S & W Ops LLC to rent the Equipment and/or provide lessons to their minor named above, the undersigned parent or legal guardian of said minor hereby agrees to the foregoing terms for rental of the Equipment and to release of liability on behalf of the minor, assumes full responsibility for supervising the minor in all uses of the Equipment, promises to pay and be responsible for all medical, rehabilitation and care costs and expenses arising out of any injury to the minor while using the Equipment or participating in the lessons and agrees to indemnify and defend the released parties against any claims of the minor or third parties arising out of the minor use of the Equipment or participation in the lessons.

Name of Parent or Legal Guardian: (Printed) _____

Signature of Parent or Guardian of Minor Customer: _____

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