Skier's Name: _____
Last First Middle initial

Home Address: _____
Street Address

_____
City State Zip Code

Lodge: _____ Local Phone: _____ Home Phone: _____
Room Number

Skier Weight Lbs	Skier Height Feet	Skier Age	Shoe Size	Skier Type: see chart, check one		
			_____ Size M W Jr	I	II	III

RENTAL AGREEMENT

RETURN DATE

CUSTOMER SELECTED PACKAGE

PURCHASED PACKAGE

DATE OUT

SNOWBOARDER STANCE

SILVER Mountain Resort

FIRST LETTER OF LAST NAME

RENTAL WARNING & LIABILITY RELEASE AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING

In consideration of the rental shop renting me this equipment:

(1) I accept for use, as is, the equipment listed on this form and accept full responsibility for its care while it is in my possession.

(2) The term equipment includes, but is not limited to, skis, ski bindings, ski poles, ski boots, snowboards, snowboard boots, snowboard bindings, telemark skis, telemark bindings, telemark boots, snow blades, snow cycle, snow scoot, snow skates, snowshoes and helmet.

(3) I understand that a helmet designed for recreation snow sports use will help reduce the risks 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.

(4) I have made no misrepresentations to S&W OPS LLC, doing business as Silver Mountain Sports (hereinafter "Silver Mountain"), with regard to any information which they have requested of me related to the rental and/or my use of the equipment.

(5) ALL INSTRUCTIONS ON THE USE OF MY RENTAL EQUIPMENT HAVE BEEN MADE CLEAR TO ME AND I UNDERSTAND THE FUNCTION OF MY RENTAL EQUIPMENT.

(6) I have verified that the visual indicators on my bindings and equipment correspond to the settings as shown on this rental agreement form.

(7) I agree to return all equipment by the agreed date in clean conditions to avoid any additional charges. If the equipment is not returned, I will reimburse Silver Mountain for the full retail value.

(8) I agree to hold harmless Silver Mountain for damage of any kind, other than reasonable wear and tear, which results from the use of this equipment.

(9) I understand and am aware that skiing/snowboarding/ clearly understand that there are inherent and other risks, including serious injury and death, involved in the sports of skiing, snowboarding and other recreational activities for which this equipment is to be used. These potentially fatal and serious injuries are a common and ordinary consequence of these sports, and I freely and voluntarily assume those risks.

(10) a) I UNDERSTAND THAT THE SKI/BOOT/BINDING SYSTEM WILL NOT RELEASE A T ALL TIMES OR UNDER ALL CIRCUMST ANCES; 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.

b) I UNDERSTAND THAT SNOWBOARD/BOOT/ BINDING, TELEMARK SKI/BOOT/ BINDING SYSTEM, SNOWBLADE/BINDING AND SNOWSHOE/BINDING ARE NOT DESIGNED TO RELEASE AS A RESULT OF FORCES GENERATED DURING ORDINARY OPERATION, INCLUDING F ALLS.

c) ACCORDINGLY, I EXPRESSLY AND VOLUNTARILY ASSUME THE RISK OF AND THE LEGAL RESPONSIBILITY FOR ANY INJUR Y TO PERSON OR PROPERTY WHICH MAY RESULT FROM THE USE OF SKI/BOOT/BINDING SYSTEM, SNOWBOARD/BOOT/ BINDING SYSTEM, TELEMARK SKI/BOOT/BINDING SYSTEM, SNOWSHOE/BOOT/BINDING SYSTEM.

11) I ther fore release and hold harmless Silver Moutain, S&W OPS LLC, and all related entities, successors and assigns, manufacturers and distributors of this equipment from any and all claims and liabilities for damage and injury to myself or to any person or property. I accept for myself freely and voluntarily , the full responsibility for any and all damage or injury of any kind, including serious injury or death, which may result from the selection, adjustment or use of this equipment based upon negligence, breach of express or implied warranty, breach of contract or any other legal theory.

12) This release is governed by the applicable law of Idaho. In the event that any section of this release is found to be unenfor ceable, the remaining items shall be fully enfor ceable.

13) This release shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors, personal representatives and administrators and may be pled as a complete bar and defense against any claim, demand, action, or causes of action by or on behalf of the Renter.

14) Based on valid consideration provided by both parties, I am signing the Equipment Rental Agreement and Release of Liability with the understanding that Silver Mountain and I have equal bargaining power .

PLEASE READ THIS:

- **Equipment not returned before closing, will be charged for an additional day.**
- **You are responsible for lost or stolen equipment.**
- **The equipment you leave with must be the equipment you return.**
- **I understand that my credit card may be used as payment for overdue, lost, stolen or damaged equipment.**

I have carefully read this agreement and release of liability and fully understand its contents. I am aware that this is a release of liability and an agreement between myself and "The Releasees" and I sign it of my own free will.

Skier's Signature: _____ Date: _____

Parent/Guardian: _____ Date: _____
*(must accompany signature of child less than 18 years of age)

Technician's Signature: _____ Date: _____

EQUIPMENT DAMAGE WAIVER: (NOT INSURED AGAINST LOSS OR THEFT)

ACCEPTED _____

DECLINED _____

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. 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.

701 Bunker Ave. Suite 113 • Kellogg, ID 83837
208-783-1111 • www.silvermt.com