

## RENTAL & LIABILITY FORM

Everyone that is going to ski or snowboard at The Homestead must fill out the attached rental & liability form. If you do not fill it out correctly, Homestead will not accept your form so please follow these instructions.

- If you have your own equipment, make sure to put an X on the line at the top of the page.
- If you are under 18, a parent or guardian must sign and date it.
- Everyone must complete all information in the white boxes.
- A credit card number is required. It will not be charged unless there is damage to their equipment.
- Check your skier type or your snowboard stance. You cannot do both.



## Elevate - Sunday, January 16, 2011



**Please X here \_\_\_\_\_ if you will be bringing your own ski and/or snowboard equipment and DO NOT require rentals from The Homestead.**

I, the undersigned, have read, understand and agree to the terms of the equipment rental and liability release agreement below, and I agree to be financially responsible for all equipment rented on this form, regardless of the actual user of the equipment. I further represent that **I am at least eighteen years of age** and that I am legally competent to enter into a binding contract.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Please complete skier information below:**

Name (Last): \_\_\_\_\_ (First) \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State & Zip: \_\_\_\_\_ Phone # (with area code): \_\_\_\_\_

Credit Card # and Expiration Date: \_\_\_\_\_

Skier Type: First Time _____ Beginner _____ Intermediate _____ Advanced _____ Expert _____						Date Rented: _____ Rental Days: _____		
Height: _____ ft. _____ in. Weight: _____ lbs. Age: _____ Snowboard Stance: Regular _____ Goofy _____						Date Due: _____		
Boot Size	Synchro #	Ski/Board ID	Pole Code	Tech Initials	Returned	Visual Indicator Setting:	Left Toe: Left Heel:	Right Toe: Right Heel:

### 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 Homestead. I agree to return all rental equipment by the agreed date.

I agree that all weights, heights, ages and skier types or rider stances recorded on this form are correct. I understand that this information may be used to select or adjust my equipment.

I have been instructed in the proper use of this equipment. I agree to verify that the visual indicator settings recorded on this form agree with the visual indicator settings on the bindings (skiing only). I agree to check this equipment before each use, and that this equipment will not be used if any parts are loose, worn, damaged or missing.

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 snowboard, cross-country ski and SnowBlade use, the binding 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, SnowBlading, and other recreational activities involve inherent and other risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury and death that may result from ski, snowboard and SnowBlade use, or which relate in any way to the use of this equipment.

I AGREE TO RELEASE The Homestead, its employees, owners, affiliates, agents, officers, directors and the manufacturers and distributors of this equipment (collectively "PROVIDERS"), from all liability for injury, death, property loss and/or damage which result from the equipment user's participation in the sports of skiing, snowboarding and/or SnowBlading, or is in any way related 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 for personal injury, death, and/or property loss and/or damage related in any way to the use of this equipment.

I understand that if I request different visual indicator settings than those recommended (skiing only), or if I change the settings after leaving the rental shop, I may be exposed to additional risk of injury or death, and I agree to accept this risk without consequence to PROVIDERS.

The agreement is governed by the laws of the State of Michigan. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.