

# Buena Vista Ski Area

## EQUIPMENT RENTAL AGREEMENT & RELEASE OF LIABILITY

*Please read carefully, this is a Release of Liability & Waiver of Legal Rights*

Name: \_\_\_\_\_ Group Name \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Shoe size \_\_\_\_\_

Type of Skier/Snowboarder (check one)     (1) Beginner     (2) Intermediate     (3) Expert

Ski/Board #	Tech(s)	Boot #	Tech(s)	Din Setting#	Tech(s)
				Right	
				Left	

**Rental Equipment and Release of Liability – Read carefully before signing.**

1. I **understand** and accept that alpine skiing and snowboarding in its various forms is a HAZARDOUS SPORT that has many dangers and risks. I realize that injuries are a common and ordinary occurrence of this sport and that severe injury, including death, is an inherent risk of skiing/snowboarding. I expressly assume all risk associated with skiing and/or snowboarding including without limitation, the risks and inherent dangers associated with skiing/snowboarding and riding the lifts. These risks include, but are not limited to, changes in terrain, weather, snow surfaces, and lighting conditions, ice, moguls, bare spots, debris, fences, posts, trees, lift equipment and towers, rope tows, light poles, signs, buildings, roads and walkways, ramps, half-pipes, padded and non-padded barriers, jumps, rails, boxes, and other terrain features, snowmaking mounds, snowmaking operations, grooming equipment, snowmobiles, utility or all-terrain vehicles, loading, riding and unloading lifts, collisions with other persons and other natural and man-made hazards and slips and falls on ice and snow. I agree to follow, and be bound by, Your Responsibility Code.

2. I agree to **release Buena Vista**, and its agents, employees, directors, officers and shareholders **from any and all liability for personal injury, death or property damage** which results in any way from negligence, conditions on or about the premises and facilities, the operations of the ski area including, but not limited to, grooming, snowmaking equipment, snowmaking mounds, ski lift operations, actions or omissions of employees or agents of the area, or my participation in skiing, snowboarding or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.

- ALPINE SKIING: I understand that the ski boot/binding system will not release at all times or under all circumstances, that it is not possible to predict every situation in which the system will release and the system is no guarantee that the user will not be injured.
- SNOWBOARDING, CROSS COUNTRY & SNOWSHOES: I understand that the snowboard boot/binding system is not designed or intended to release and will not release under normal circumstances. I understand that as the snowboard boot/bind system is a non-release system, it will not reduce the risk of injury during a fall.

3. I agree not to transfer any part of this skiing/snowboard equipment to any other user. In the event I do transfer any part of the equipment in violation of this agreement I agree to indemnify Buena Vista against any claim, demand, losses or damages arising out of the injury or property damage through use of this equipment. I accept this equipment “as is.” I have been truthful in giving my height, weight, age and ability.

4. To the extent I am signing on behalf of a **minor**, I state that I am authorized to sign on behalf of **the minor**, I hereby **release Buena Vista from any and all liability for personal injury, death or property damage** sustained by said minor which results in any way from negligence, conditions on or about the premises and facilities, the operations of the ski area including, but not limited to, grooming, snowmaking equipment, snowmaking mounds, ski lift operations, actions or omissions of employees or agents of the area, or the minor’s participation in skiing, snowboarding or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.

5. I further agree to **defend, indemnify and hold harmless Buena Vista from any and all claims, demands, losses, damages and liabilities** with respect to **personal injury, death or property damage** arising from my or a **minor** on whose behalf I signed, participation in skiing, snowboarding or other activities at Buena Vista. I promise not to sue the Buena Vista and further agree that if anyone is physically injured or property is damaged while I am engaged in any activity at Buena Vista. I will have no right to make a claim or file a lawsuit against the Buena Vista. I agree to defend and indemnify the Buena Vista for any and all claims, including subrogation and/or derivative claims brought by any third party or insurer, which I may cause.

6. I agree to return all rental equipment the same date as rented in clean condition to avoid any additional charges, and I will be responsible for the replacement at full retail price of new equipment to Buena Vista for any loss of damage other than reasonable wear resulting from use.

Skier/Snowboarder Signature \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature IF USER IS A MINOR \_\_\_\_\_ Date: \_\_\_\_\_