

STAFF USE ONLY			
Other Items	Package Description	QTY	Price

Late returns will be charged for each additional day(s)

TOTAL: _____

Damage Waiver covers damage to the equipment due to NORMAL use and 50% retail value for theft, loss, or breakage

Acknowledgement of Personal Information & Equipment

I have accurately represented the above listed information and it is true and correct. I will not use any of the equipment to be provided to me during this transaction until I have received instruction on its use and I fully understand its use and function. I agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment agree with the number appearing in the visual indicator windows of the equipment to be listed on this form.

Equipment Rental & 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 rental facility hereinafter referred to as The Ski Renter located in Cupertino, California. I agree to return all rental equipment by the agreed date and time.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing and ski blading, 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, ski boarding, ski blading, snow showing and other sports utilizing equipment with non-release bindings, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forced generated during ordinary operation.

I understand that the sports of skiing, ski boarding, ski blading, snowboarding, snowshoeing and other sports (collectively "RECREATIONAL SNOW-SPORTS") involve inherent and other risks of **INJURY** and **DEATH**. I voluntarily agree to expressly assume all risks of injury or death that may result from these RECREATIONAL SNOWSPORTS, or which relate in any way to the use of this equipment.

I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk 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.

I AGREE TO RELEASE AND HOLD HARMLESS The Ski Renter, its employees, owners, affiliates, agents, officers, directors, and the equipment manufacturers and distributors and their successors in interest (collectively "PROVIDERS") from all liability for injury, death, property loss and damage which results from the equipment user's participation in the RECREATIONAL SNOW SPORTS for which the equipment is provided, or which is related in any way 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 or all damage, including any that results from claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of this equipment. **User assumes the risk of actual or alleged transmission of a communicable disease such as COVID-19.**

This agreement is governed by the applicable law of California. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL AND LIABILITY RELEASE AGREEMENT.

Equipment User's Signature _____ Date: _____

Equipment User's Signature _____ Date: _____

Equipment User's Signature _____ Date: _____

Equipment User's Signature _____ Date: _____

Equipment User's Signature _____ Date: _____

Parent/Guardian: If equipment user is a minor, I verify that I have the authority to enter into this agreement on behalf of the equipment user and I agree to be bound by all terms and conditions of this agreement.

Parent/Guardian's Signature: _____ Date: _____