



SASKADENA SIX

Saskadena Six Ski Shop | 802-457-6664
247 Stage Road, So. Pomfret, Vermont 05067

EQUIPMENT RENTAL FORM

PLEASE PRINT CLEARLY

Date out Date in

Last Name First Name
Address / City Prov. /State Country Postal Code / ZIP
Phone Number E-Mail Local Phone Number
Your Weight lbs kg Your Height ft m in. cm Skier Type (Circle One) I II III Age No. Of Days Wanted

FOR OFFICE USE ONLY
Skier Code Final Indicator Setting Single Code
BOOT SOLE TYPE
Rent Own ID# or Description
Insurance Yes No
Comments
X TECHNICIAN'S SIGNATURE
AMOUNT PAID \$
Referred by

I have read, understood and agreed to all terms and conditions on the reverse side of this form, including the WARNING, LIABILITY RELEASE, INDEMNITY AGREEMENT AND ASSUMPTION OF RISK AGREEMENT. I accept full financial responsibility for the equipment listed on this form and promise to return it clean and undamaged by the agreed time and date.

X SIGNATURE OF USER OR AGENT DATE
X SIGNATURE OF PARENT IF USER IS A MINOR DATE

**WARNING, LIABILITY RELEASE, INDEMNITY AGREEMENT  
AND ASSUMPTION OF RISK AGREEMENT  
PLEASE READ CAREFULLY**

**ASSUMPTION OF RISKS**

I understand how this equipment works and have received proper instruction and satisfactory answers to my questions. If at any time this equipment does not seem to be working properly, I will stop using it immediately and return it for inspection and possible repair or adjustment. I understand and agree that skiing, snowboarding, skiboard-ing, and related activities are HAZARDOUS and that injuries are common and ordinary occurrences during these activities. I AGREE TO ASSUME ALL RISKS OF INJURY OR DEATH which may result from these activities.

I understand my participation in the activities and use of ski area and the equipment involves inherent and non-inherent risks which may result in PROPERTY DAMAGE, INJURY AND/OR DEATH, these risks including, but are not limited to: falling; slick or uneven surfaces, including walking surfaces; surface and subsurface conditions; moguls, jumps and natural and manmade terrain features; ice; snow and ice conditions including variations in terrain; design, construction and condition of man-made or natural features; forest growth or trees, stumps and tree wells including downed trees; rocks and debris; marked and unmarked obstacles; bare spots; collisions or impacts with other people or objects, including snow making equipment, snowmobiles, snowcats, ATVs or other vehicles and manmade and/or natural features; competition venues; the decision-making, conduct and instruction of the ski area personnel such as instructors and patrol; the malfunction, misuse, or failure of equipment or any product to perform, as intended or represented; lift loading, unloading, and riding; and changing and adverse weather, and changing water conditions. Despite these risks and any and all other risks inherent to winter sports and activities, TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF PROPERTY DAMAGE, INJURY OR DEATH that might be associated with, arise from or be obvious and necessary to my participation in such activities and use of the ski resort and/or equipment.

(Please Initial \_\_\_\_\_)

If Alpine ski equipment or skiboards are being furnished, I understand that the ski-boot-binding system will not release or retain under all circumstances where release or retention may prevent injury, nor is it possible to predict every situation in which it will release and it is, therefore, no guarantee of safety in the event of a fall or other event. Although a ski-boot-binding system may reduce the risk of certain injuries, I understand it cannot protect against all injuries and/or death. I acknowledge and fully understand the use and function of equipment, and if I do not understand I agree to seek and receive instruction from this ski shop for their use. I understand it is my responsibility to inspect the equipment and not use equipment if any part is dysfunctional, loose, worn, damaged or missing. If I believe equipment is not functioning properly, I must stop, have the equipment inspected, repaired, or readjusted by the ski shop personnel only before continuing to ski. I understand the equipment may only be used at this ski area and only by me.

If touring (AT) bindings and/or boots are being furnished, I understand and agree that this equipment provides functionalities that I want, but it might NOT provide the same degree of release and retention protection as regular Alpine boots and bindings, and that injuries resulting from unwanted release or retention of this or any other ski-boot- binding system are inherent risks of skiing. If Nordic or Snowboard equipment is being furnished, I understand that these systems normally will NOT RELEASE in falls and accidents and that they do NOT PROTECT against any type of injury.

If a HELMET is being furnished, I understand that no headgear can protect against all foreseeable impacts or injuries, that skiing and snowboarding can expose the user to forces which exceed the limits of protection offered by this helmet, that helmets do not guard against injury to the neck, spine, face or any other part of the body, and that these features are inherent risks of using this equipment. Helmets must be properly fitted to each user, and I agree that this helmet has been properly fitted by the provider. I warrant that the helmet is comfortably snug and that when I fasten the chin strap and shake my head there is no significant movement of the helmet. I agree if the helmet is damaged or involved in any kind of accident, I will stop using it immediately, return it to the shop and report the accident or damage.

To the fullest extent allowed by law, I hereby COVENANT NOT TO SUE and RELEASE this ski shop and all other persons and companies who provide any equipment to me or have any involvement in manufacturing, distributing, selling, renting, mounting, adjusting, servicing, maintaining, testing or inspecting any equipment I use, and all of their agents, employees, officers, directors, owners and affiliated companies ("Released Parties"), from ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY for any and all claims asserted by anyone arising out of any injuries, damages or death I may suffer, whether caused by NEGLIGENCE or any other cause. I further agree that neither I nor my estate, heirs or assigns WILL EVER SUE the Released Parties, and that WE WILL DEFEND AND INDEMNIFY the Released Parties if any claim or action is pursued by anyone arising out of any injuries, damages or death to me that has any connection whatsoever to skiing, snowboarding or any activities involving the use of this equipment.

(Please Initial \_\_\_\_\_)

I accept this equipment. "AS IS" and with NO WARRANTIES, express or implied, beyond those stated herein and in the manufacturer's written limited warranty.

This document constitutes the FINAL AND ENTIRE AGREEMENT regarding this transaction and this equipment, and it supersedes any and all other documents or oral statements. If any part is found to be invalid or unenforceable, the remainder shall be given full force and effect.

THIS IS A CONTRACT which provides a COMPREHENSIVE RELEASE OF LIABILITY to the greatest extent allowed by law, but it is not intended to assert any claims or defenses that are prohibited by law. If any portion of this document is deemed unenforceable, all other portions shall be given full force and effect.

ALL CLAIMS arising from the any activities I participate at the ski area or related to this Agreement including for PROPERTY DAMAGE, INJURY and/or DEATH, shall be governed by the law of Vermont and I agree and understand that the exclusive jurisdiction for any claim or lawsuit I may bring related in anyway t this Agreement of use of the ski area shall be brought only in the state or federal court of Windsor County, Vermont.

If this equipment is to be used by someone other than me, I certify that I am acting for the ultimate user and that I will provide this form and all other warnings and information to the ultimate user; and that I am signing as the legal guardian or duly authorized adult of the user.

X \_\_\_\_\_  
SIGNATURE OF USER OR AGENT

\_\_\_\_\_  
DATE

X \_\_\_\_\_  
SIGNATURE OF PARENT IF USER IS A MINOR

\_\_\_\_\_  
DATE