



Rental and Liability Release Agreement

For all minors renting or not, or any participant 18 years or older that is renting
Parent, Guardian, or Self Please Read Carefully before signing

I agree upon behalf of the minor user I am representing to accept for use AS IS all equipment to be provided during the group ski trip and agree to accept full responsibility for the care of the equipment while it is in the users possession. I will be responsible for the replacement at full retail value, as listed in the Ski Rental Shop, of any equipment provided under this form, but not returned to the shop, for any reason whatsoever, included but not limited to equipment, which is lost, stolen or misplaced. I agree all rental equipment will be returned by the agreed date.

I agree to reimburse the Caberfae Management Corporation and its Ski Rental Shop for any loss or damage of any kind to the rental equipment other than reasonable wear and tear from the use of the equipment.

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 snowboarding and cross-country skiing, the binding system 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 recreational activities 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 skiing/snowboarding/snowblading/helmet use, participation in any group ski trip, or which relate in any way to the use of the equipment to be issued to the user.

I agree to release the ski/snowboard shop, its owners, affiliates, agents, officers, directors and the manufacturers and distributors of the equipment (collectively "PROVIDERS") from all liability for injury, death, property loss and damage which results from the equipment user's participation in the sport of skiing/snowboarding, participation in this group trip, or is in any way related to the use of the equipment, including all liability that results from the NEGLIGENCE of PROVIDERS, or any other person or cause.

I further agree to defend and indemnify PROVIDERS for any loss of 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 the equipment or participation in the group ski trip.

This agreement is governed by the applicable law of this state. If any provisions 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 AND LIABILITY RELEASE AGREEMENT. I AFFIRM THAT I HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE MINOR USER I AM REPRESENTING AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

Participant Name: _____

Group Leader: _____ Trip Date: _____

Parent/Guardian Signature: _____ Date: _____