

**EQUIPMENT RENTAL AGREEMENT AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.**

"RENTER" MEANS THE INDIVIDUAL USING THE EQUIPMENT LISTED ON THIS FORM. I AM THE RENTER OR, IF THE RENTER IS A MINOR, I AM THE RENTER'S PARENT OR LEGAL GUARDIAN. I UNDERSTAND THAT SKIING, SNOWBOARDING, USING THE EQUIPMENT LISTED ON THIS FORM, TRANSPORTING EQUIPMENT, RIDING A SKI LIFT AND USING SKI AREA FACILITIES, FOR ANY PURPOSE (THE "ACTIVITY") IS HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.

I EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITY, WHICH INCLUDES BUT IT IS NOT LIMITED TO: equipment malfunction, failure or damage; changing weather conditions; variations in terrain; existing and changing trail, surface and weather conditions; avalanches; rocks, stumps, trees, holes and other rugged mountainous terrain; misloading, entanglements, or falls from ski lifts; collisions with natural or man-made objects, other people, snowmobiles and/or other motor or over-snow vehicles; marked and unmarked natural or man-made obstacles; and the negligence of other individuals. I understand that Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts.

I agree to accept the equipment listed on this form "AS IS" and WITH NO WARRANTIES, expressed or implied, and accept responsibility for the care of the equipment during the rental period. I agree to return all of the equipment at the agreed upon date and time and to pay late fees for any late return. I agree that Renter will be the only person using the rented equipment and only use designated ski trails and will not permit any other person to use the equipment. I agree that **NO MISREPRESENTATIONS HAVE BEEN MADE TO THE RENTAL SHOP IN REGARD TO RENTER'S HEIGHT, WEIGHT, AGE AND/OR SKIER TYPE** stated on this form. I agree that Renter has received instruction regarding the use of this equipment, understands the function of the equipment and further agrees that the binding release / retention settings appearing in the visual indicator windows on the bindings correspond to the settings recorded on this form. Renter has received satisfactory answers to any questions related to use and functions of equipment. If Renter thinks the equipment is not functioning properly, Renter will stop using it immediately and return it to a rental technician for inspection and possible repair, adjustment, or replacement.

**I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE RENTER'S SAFETY.** In downhill skiing, the binding systems 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. I further understand that the downhill ski binding system does not reduce the risk of any type of injury to Renter, including but not limited to knee injuries. I understand that in snowboarding, cross country skiing, ski-boarding, snow shoeing and other sports utilizing equipment with non-release bindings, the bindings are not designed to release as a result of forces generated during normal use and will not ordinarily release during use. If I am signing on behalf of a minor, I acknowledge that: 1) I have spoken to the minor Renter about the Activity; 2) the minor Renter understands and appreciates the risks of participating in the Activity; and 3) the minor Renter has voluntarily decided to participate in the Activity.

**IN CONSIDERATION FOR BEING ALLOWED TO USE THE EQUIPMENT AND PARTICIPATE, I AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREES NOT TO SUE SSI Venture LLC d/b/a Specialty Sports Venture LLC, Vail Resorts, Inc., The Vail Corporation d/b/a Vail Resorts Management Company, Heavenly Valley, Limited Partnership, VR US Holdings, VR WM Holdings, Vail Resorts Retail, Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, all of their respective parent, affiliated, and subsidiary companies, the United States, and all their respective insurance companies, successors in interest, sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") FROM ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from the Renter's participation in the Activity, INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING IN BRITISH COLUMBIA ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT. IT IS UNDERSTOOD THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT USER FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.** I take full responsibility for any injury or loss to Renter, including death, which Renter may suffer, arising in whole or in part out of the Activity. I agree to pay all costs and attorneys' fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned or as a result of the Renter's participation in the Activity and to **INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY MISREPRESENTATIONS IN OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

**In further consideration, RENTER RELEASES AND GIVES UP ANY AND ALL CLAIMS AND RIGHTS THAT MAY NOW EXIST AGAINST ANY RELEASED PARTY AND RELEASES ALL KNOWN AND UNKNOWN CLAIMS, CLAIMS NOT MENTIONED HERE AND CLAIMS RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.**

I agree that **ANY AND ALL CLAIMS** for loss, injury and/or death regarding an alleged incident shall **BE GOVERNED BY THE LAW OF THE STATE OR PROVINCE WHERE THE ALLEGED INCIDENT OCCURRED AND EXCLUSIVE JURISDICTION** of any claim shall be in a court of competent jurisdiction in that State or Province (except that all claims arising at Heavenly shall be governed by California law and exclusive jurisdiction shall be in a California court of competent jurisdiction).

*I have read both sides and agree to the terms of this agreement.*

SIGNATURE

DATE