

NAME _____
Last First Middle Initial

ADDRESS _____
City State Zip

LOCAL PHONE _____ HOME PHONE _____ EMAIL _____

DRIVER'S LICENSE #/STATE _____ LOCAL ACCOMODATIONS _____ GROUP NAME _____

DOB	AGE	WEIGHT	HEIGHT	SHOE SIZE	SKIER TYPE

RENTAL INFORMATION

LOCATION _____ DATE _____

SKI/BOARD/TELE/DEMO _____ ID# _____

BOOT # _____ SOLE LENGTH _____

SKIER CODE _____

SETTINGS _____

HELMET # _____

SNOWBOARD STANCE REGULAR _____
 GOOFY _____

TECH SIGNATURE X _____

CUSTOMER SIGNATURE X _____

	Left	Right
Toe		
Heel		

Date out: _____

Last Name: _____

RELEASE OF LIABILITY AND RENTAL WARNING

Please read carefully before signing: In consideration of the rental shop renting me this equipment: I accept for use AS IS the equipment rented, and accept full responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at full retail value of any equipment that is not returned to the shop. I understand that Equipment Breakage Insurance, if any, only covers damage incurred during normal use. I agree to return all equipment by the agreed date in clean condition to avoid any additional charges.

I have received instructions on the use of the equipment and fully understand its use and function. I have received satisfactory answers to any questions I may have regarding the equipment and I will stop using the equipment and have it inspected, repaired or readjusted by a binding technician if I feel that it is not functioning properly. I have made no misrepresentations to the rental shop concerning height, weight, age, skier type, experience or other information requested. If I am renting skis, my signature on this form affirms that I have verified that the visual indicator settings on this form (if any) agree with settings on the equipment provided to me.

I accept and clearly understand that skiing, snowboarding and telemark skiing are **hazardous** and could cause **injury or death**, and that there are inherent and other dangers and risks involved in these activities, including without limitation: changing weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees; collisions with natural, or man-made objects or other skiers/snowboarders/skiboarders; variations in terrain; and the failure of skiers/snowboarders/skiboarders to ski within their

own abilities, that injuries are a common and ordinary occurrence of these activities, and **I freely and voluntarily assume these risks.**

For skiers/snowboarders: I understand that the ski/boot/binding system will not release at all times or under all circumstances where release may prevent death or injury to the skier, nor is it possible to predict every situation in which it will release, and it is therefore no guarantee of my safety. I understand that snowboard/boot binding and telemark systems are designed as non-releasing systems, and will not ordinarily release during use, and are no guarantee of my safety. I understand that recreational and other 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 participation in recreational activities, which relate in any way to the use of this equipment, or from any activity at this ski/recreational area, including the use of chair lifts and surface lifts.

I agree to release Tahoe Donner Association, its shops, employees, members, agents, officers, directors, and their insurers, and any equipment manufacturers and distributors (collectively "**providers**"), from all liability for injury, death, and property loss and damage that may result from participation in recreational activities, is in any way related to use of the equipment, or is related to any other activity at this ski/recreational area 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 or damage arising from claims or lawsuits for personal injury, death, and property loss and damage related to use of this equipment, participation in

recreational activities, the use of chair lifts and surface lifts, or from any other activity at this ski/recreational area. I authorize **providers** to administer first-aid as they deem necessary. I authorize my transportation to a medical facility at my expense, if deemed necessary by providers. I acknowledge this agreement is governed by the applicable laws of the State of California. I further agree that any action involving parties or issues relating to or arising out of this agreement must be instituted and prosecuted in Nevada County. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

Helmet Release: I understand that a rental helmet is available for myself and/or my child(ren). I acknowledge that no helmet can protect the wearer against all possible or foreseeable impacts and injuries to the head. Reasonably foreseeable impacts may exceed the capabilities of the helmet to protect against injury. The helmet is designed to offer added protection to the head and cannot guard against neck, spine, or other bodily injuries that may result from a ski or snowboard/skiboard accident. Therefore, I understand that the use of a helmet does not and cannot guarantee the safety of myself and/or my child(ren) and may not prevent or reduce some types of serious injury or death.

To the fullest extent allowed by law, I hereby agree to forever **release and hold harmless** Tahoe Donner Association, MPH Associations, Inc., Smith Optics Inc. and all other manufacturers and distributors of this helmet and its components, as well as their owners, members, agents, employees, officers, directors, insurers and affiliated companies, from **any**

and all responsibility or legal liability for any injuries, damages or death to any user of this helmet, whether resulting from negligence or any other cause. I further agree that **I will defend and indemnify** them if any claim or action is pursued for any injuries, damages or death relating to skiing, snowboarding or any related activities involving the use of this equipment. If the helmet is damaged or involved in any kind of accident, I will immediately return it to the shop and report the accident or damage to the shop in writing.

This document is a legally binding contract which supersedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability, but it is not intended to assert any claims or defenses which are prohibited by law. The specific rights of the parties may vary from state to state. If any part of this agreement is found to be invalid or unenforceable, the remainder shall be given full force and effect.

If the equipment user is a minor, I verify that I am the parent or guardian of the minor and I have authority to enter into this agreement on behalf of the equipment user, and I agree to be bound by the terms and conditions of this agreement and to defend and indemnify all renters, manufacturers and distributors of this helmet in any claim or suit arising from said minor's use of this equipment.

Accept: This shop will absorb the cost of repairing any damaged equipment caused during normal use, however, I am still responsible for the full value of any lost, misplaced or stolen equipment (or damage due to negligence).
Decline: I am responsible for the full value of any loss of equipment, regardless of fault, including repair and/or replacement of damaged, lost, misplaced or stolen equipment.

I have carefully read this agreement and release of liability and fully understand its contents. I am aware that this is a release of liability and an agreement between myself and the providers and I sign it of my own free will.

SIGNATURE X _____ DATE _____

Parent/Guardian: I verify that I am the guardian of the minor. I have authority to enter into this agreement on behalf of the minor. I agree to be bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minor's use of this equipment and the ski/recreational area's facilities, and I agree to indemnify and hold harmless providers from any claim brought by, or on behalf of, the minor.

GUARDIAN'S SIGNATURE X _____ DATE _____

**Equipment
Damage Waiver**

Accepted _____

Declined _____

**TAHOE DONNER DOWNHILL
RENTAL AGREEMENT FORM**

11509 NORTHWOODS BLVD.,
TRUCKEE, CA 96161
(530) 587-9444

