Schweitzer Mtn. Rental Shop Rental & Snowsports School Release Form

For the 2020-2021 Ski/Snowboard Season

School Name_____ School Phone **(_____)**- _____ - _____

Name: _____ _____ _____
Last Name of Renter First Middle Int.

Address: _____
City **State** **Zip**

Renters Sex: M / F **Age:** _____ **Weight:** _____lbs. **Height:** _____ **Skier Type: I II III** **Shoe Size:** _____

Parent / Guardian Name: _____ Phone: (_____)- _____ - _____

RELEASE OF LIABILITY –
PLEASE READ THE FOLLOWING RELEASE CAREFULLY BEFORE SIGNING

- I accept for use "as is" the equipment listed on this form and accept full responsibility for its care while it is in my possession. I will be responsible for the replacement at full retail value of any equipment rented under this agreement unless the equipment is returned to Schweitzer Mt. Ski & Ride Center by the date agreed to above. Failure to promptly return leased property by the closing time on the date due may result in criminal prosecution and full retail charge. To avoid any additional charges the equipment will be retuned in clean condition. I agree to check the equipment before each use and will not use the equipment if any parts are worn, missing or damaged; plus, I will report any issue or damage of any equipment to the rental shop immediately. I am also financially responsible for any loss or damage to the equipment, other than reasonable wear and tear, which results from use of the equipment.
- I expressly assume the risk of and legal responsibility for any injury to person or property that results from participation in the sport of skiing or snowboarding including any injury caused by the following, all whether above or below snow surface: variations in terrain; any movement of snow including, but not limited to, slides, sloughs or avalanches; any depths of snow, including tree wells, or any accumulations of snow, whether natural or man-made, including snowmaking mounds; freestyle terrain; surface or subsurface snow or ice conditions; bare spots, rocks, trees, other forms of forest growth or debris, lift towers and components thereof; utility poles, and snowmaking and snow grooming equipment which is plainly visible or plainly marked. I agree to RELEASE, HOLD HARMLESS, AND INDEMNIFY SCHWEITZER MOUNTAIN SKI OPERATIONS LLC, ("SCHWEITZER"), ITS OWNERS, AFFILIATES, AGENTS AND EMPLOYEES from all claims for any cause, including negligence, which arise out of participation in skiing, snowboarding and all related activities; including, but not limited to, Schweitzer Snowsports School programs and travel to and from Schweitzer Mountain, or travel to and from Schweitzer Snowsports School. I understand that the ski-boot-binding system which I have rented will not release or retain at all times or under all circumstances, nor is it possible to predict every situation in which it will release or retain.
- I understand in the case of **snowboard, snowshoe, and Telemark skiing equipment**, the boot-binding system is not designed to release and may or may not release under all circumstances.
- In the case of a **helmet rental,** I understand that no helmet can protect the wearer against all foreseeable impacts and injuries to the head, that mountain sports can expose the user to forces which exceed the limits of protection offered by the helmet, and will not protect against neck, cervical, spine, or any other bodily injuries. I understand that a helmet rental is only for the person that it is fitted to and not be used on anyone else.
- I understand and agree that the **binding systems, helmets, and accessories** are therefore NO GUARANTEE FOR MY SAFETY. I therefore RELEASE AND HOLD HARMLESS and agree to defend and indemnify Schweitzer Mountain Ski Operations LLC, ("Schweitzer"), Smith Sport Optics, their owners, affiliates, directors, officers, agents, instructors, volunteers, contractors and employees, the equipment manufacturers, distributors, and their owner, agent and employees from any and all liability for damage, death, an injury to myself or to my person or property resulting from negligence, the selection, adjustment, and use of this equipment and facilities, accepting myself the full responsibility for any and all such damage, injury or death of any kind which may result.
- I have made no misrepresentations to Schweitzer regarding my height, weight, age, or skier type.
- I agree that if any portion of this agreement is held to be invalid, the remaining terms shall continue to be in full force and effect. This agreement shall be binding upon any other persons, including my heirs, assigns, and representatives. This release is intended to be a comprehensive Release of Liability to the fullest extent allowed by law.
- If I am signing on behalf of a minor, I accept full responsibility for all **medical expenses** incurred as a result of the minor's participation in skiing, snowboarding and all related activities, including Schweitzer Snowsports School programs and/or travel to and from Schweitzer Mountain and the use of the rental ski/snowboard/snowshoe equipment, facilities, helmet and/or accessories listed on this form.
- I understand **my child may ride the lift alone, with another child or with an adult** other than his coach. I AGREE TO RELEASE, HOLD HARMLESS AND INDEMNIFY SCHWEITZER, SCHWEITZER SNOWSPORTS SCHOOL, THE EQUIPMENT MANUFACTURERS, DISTRIBUTORS, AND THEIR OWNERS, AGENTS, AND EMPLOYEES FOR ANY CLAIMS BROUGHT ON BEHALF OF THE MINOR. I, THE UNDERSIGNED, HAVE READ AND UNDERSTOOD THE TERMS OF THE ABOVE RENTAL AND RELEASE AGREEMENT.
- In case of an emergency if I cannot be reached, Schweitzer has **my permission to obtain any medical and/or First Aid treatment** necessary for my child, and I agree to be financially responsible for any medical services deemed necessary.
- I hereby grant Schweitzer Mountain Resort, their representatives, or assigns (including any agency, client, partner, or publication) irrevocable **permission to publish photographs** of me or my child. These images may be published in any manner, including websites, newsletters, advertising, periodicals, and publications of any sort. Furthermore, I will hold harmless Schweitzer Mountain Resort, their representatives and assigns from any liability, by virtue of blurring, distortion or alteration that may occur in producing the finished product, unless it can be proven that such blurring, distortion or alteration was done with malicious intent to me.

____ Check here if you do not wish to agree to the photo release portion of this waiver. Please give a brief physical description:

ALL EQUIPMENT MUST BE RETURNED BY CLOSING TIME ON DATE DUE.

Signature of User: _____ **Date:** _____

Signature of Parent / Guardian:_____ **Date:** _____