

# SKI APACHE RENTAL

## RENTAL LIABILITY RELEASE AGREEMENT

**Group Name:** \_\_\_\_\_

**Name:** Last \_\_\_\_\_ First \_\_\_\_\_ MI \_\_\_\_\_

**Street:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Local Accommodations:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Driver Lic. #:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Your Weight:** \_\_\_\_\_ **Lbs.** **Your Height:** \_\_\_\_\_ **ft.** \_\_\_\_\_ **in.** **Age:** \_\_\_\_\_ **Foot (circle one)**

**Downhill Skier Type: (check one)** I  II  III  L  R

**Acknowledgement of Personal Information & Equipment Instructions**

I have accurately represented the above listed information and it is true and correct. I will not use any of the equipment to be provided to me during this transaction until I have received instruction on its use and function. I agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment, and snowboards equipped with release bindings, agree with the numbers appearing in the visual indicator windows of the equipment to be listed on this form.

Skis, Boots, Poles	Skis Only or Boots Only	Poles Only
Snowboard and Boots	Snowboard Only	Snowboard Boots Only
Demo Skis	Demo Boots	Demo Pkg.
Two Day Ski School Package		Kiddie Korral
Ski/Snowboard #	Boot #	
Binding Type	Left	Right
Boot Sole Length	Toe	
Tech Initials	Heel	

**Equipment Rental And Liability Release Agreement**

I accept for use from Ski Apache **AS IS** the equipment listed on this form, and accept full financial responsibility for the care of the equipment during the rental contract. I agree to reimburse Ski Apache at full retail value any equipment rented on this form, but not returned to the shop.

I understand that the sports of skiing, snowboarding and other on-snow activities involve risks of **INJURY** and **DEATH**. I voluntarily agree to expressly assume **ANY AND ALL RISKS** of injury and death that may result from the use of this equipment and **PROMISE NOT TO SUE** Ski Apache, the Equipment Manufacturers or Distributors for any such injury or death.

I understand that the downhill ski equipment (hereinafter "Ski") being furnished forms a part of or all of a ski-boot-binding system. I realize that it **WILL NOT RELEASE** at all times or under all circumstances, nor is it possible to predict every situation where it will release, and that its use **CANNOT GUARANTEE** the users **SAFETY**. I further understand and agree that the ski-boot-binding system may reduce but **DOES NOT ELIMINATE** the **RISK** of injury to the users legs and **DOES NOT REDUCE** the risk if injury to the user's **KNEES OR** other parts of the users body. In snowboarding and Snowblade use, the binding system **WILL NOT** ordinarily release during use; these bindings are **NOT DESIGNED TO RELEASE** during ordinary operation.

**I AGREE TO RELEASE** Ski Apache, its employees and owners, and the manufacturers and distributors of this equipment (collectively "**PROVIDERS**") from all liability for injury and/or death which results from the equipment user's participation in skiing, snowboarding or Snowblade use, or is in any way related to use of this equipment. I agree **NOT TO MAKE A CLAIM AGAINST OR SUE** Providers for any injury or death relating to the use of this equipment. This includes all liability, which results from the **NEGLIGENCE** of **PROVIDERS** or **SKI APACHE EMPLOYEES**.

In consideration for being able to rent this equipment, I hereby agree to accept the terms and conditions of this contract. This document constitutes the final and entire agreement between providers and the undersigned. There are **NO WARRANTIES EXPRESS** or **IMPLIED**, which extend beyond the description of the equipment listed on this form.

I further **AGREE TO DEFEND** and **INDEMNIFY** Providers and **SKI APACHE** for any loss or damage, including any that results from claims or lawsuits for personal injury, death and property loss and damage related in any way to the rental or use of this equipment.

In exchange for Ski Apache and other Providers making this equipment and its facilities available, **I CONTRACTUALLY AGREE** that any and **ALL DISPUTES** between the user and Provider, including **ANY CLAIMS** for personal injury and/or death, will be governed by the **LAWS** of the Mescalero Apache Tribe and the **EXCLUSIVE JURISDICTION** thereof will be in the courts of the Mescalero Apache Tribe. If any provision 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 rental & liability release agreement. I am aware that this contract is legally binding and that by signing below I am waiving my legal rights as well as those for any minor for whom I am signing.

**X** \_\_\_\_\_  
 User's Signature Date

Parent/Guardian: If the equipment user is a minor, I verify that I am the parent or guardian of the minor, and I have the authority to enter into this agreement on the behalf of this minor and agree to be bound by the terms and conditions of this agreement.

**X** \_\_\_\_\_  
 Parent/Guardian's Signature Date