LAS VEGAS SKI & SNOWBOARD RESORT

RENTAL EQUIPMENT/SKI AND SNOWBOARD SCHOOL AGREEMENT AND RELEASE OF LIABILITY

SHADED AREAS FOR SHOP USE

DATE OUT_____ DATE IN_____

TECHNICIAN (SIGN)_____

Boot Sole	Ski/SB Length
Din	Ski/SB ID

NAME: LAST FIRST M.I.

STREET:

CITY: STATE: ZIP:

BIRTH DATE: YOUR WEIGHT: YOUR HEIGHT: LBS FT. IN. SHOE SIZE:

SKIER TYPE (CHECK ONE)

_____I _____II _____III

SNOWBOARDER STANCE (CHECK ONE)

___Goofy ___Regular

1. I and/or the user of this equipment (collectively, I, me or my) accept "as is" the equipment listed in this form (the "equipment"). I accept full responsibly for the care of the equipment while it is in my possession. **If I do not return the rental equipment by the date agreed upon, I will pay the additional rental fees. I understand if I do not return the equipment, I will reimburse LVSSR (Las Vegas Ski & Snowboard Resort) for the equipment at full retail value. I agree to pay for actual damages to the equipment, other than reasonable wear resulting from use. No refunds. Rental equipment is not transferable.**

2. I understand that rent of equipment is charged for the full time it is in my possession, even If the equipment is unused for all or part of such period. **Late returns for any reason, including inclement weather shall not be exception to the provision.**

3. I acknowledge that I fully understand the use and function of the equipment. I have made no misrepresentation to LVSSR or its rental shop employees with regard to information related to the rental and/or use of the equipment.

4. I understand that skiing, snowboarding and other winter sports activities, instruction in those activities and the use of the equipment (collectively, "activities") can be dangerous and involves the risk of death. Despite the risks involved and on consideration for being allowed to rent the equipment and participate in the activities, **I EXPRESSLY AGREE TO ASSUME ALL RISK OF INJURY OR DEATH** which might be associated with the use of the equipment and participation on the activities, as well as use of the facilities at LVSSR, including but not limited to, use of the equipment, terrain parks, chairlifts, participation in instruction, racing, special events, and traveling beyond the ski area boundary (collectively, use of the facilities).

5. To the fullest extent allowed by law, **I AGREE NEVER TO SUE AND TO RELEASE FROM LIABILITY**, Las Vegas Ski & Snowboard Resort, Powdr Corporation, Inc. United States of America Department of Agriculture, Forest Service, and their owners, investors, officers, directors, managing agents, employees, agents, landowners and affiliated companies (collectively "LVSSR") for any damage, injury or death to me arising from my participation in the activities or use of the facilities, regardless of cause, including any alleged **NEGLIGENCE** of LVSSR.

6. I understand this **RELEASE OF LIABILITY IS VALID FOREVER** and that it is binding upon and will prevent me and any of my heirs from filing suit or making any claims for damages in the event of injury or death to me. Additionally, in the event that, any legal representative , or any other person acting on my behalf files a claim or lawsuit out of my participation in the activities or use of the facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS**, LVSSR for any damages, attorney's fees or costs arising out of such a claim or a lawsuit. With a full understanding of this agreement, I nevertheless enter into it freely and voluntary.

7. I understand this agreement is severable and if any clause is found invalid, the balance of the agreement will remain in effect, valid, and enforceable. I agree that any action must be brought in the State of Nevada, All disputes will be determined under the laws of the State of Nevada.

8. **HELMETS:** I understand that no helmet can protect the user from all foreseeable impacts or injury. However, for maximum protection, the helmet must fit snugly and the retentions system must be fastened securely at all time. **If the helmet experiences impact, for my safety and the safety of future users, I agree to immediately inform the rental shop personnel that the helmet experienced an impact.** I understand that all participants in any of the LVSSR Ski & Snowboard programs,12 years and younger must wear an approved Helmet

9. **SKI BINDINGS:** I understand that the ski/boot/binding system is designed to reduce the risk or degree of injuries but will not release at all times or under all circumstances, nor is it possible to predict every situation in which it will release, and is, therefore, no guarantee of my or the users' safety. I verify that visual indicator settings recorded on the form agree with the numbers appearing in the visual indicator windows of the equipment are listed on the form.

10. **SNOWBOARDS:** I understand that the snowboard/boot/binding system is designed to reduce the risk or degree of injuries but will not release at all times or under all circumstances, nor is it possible to predict every situation in which it will release, and is, therefore, no guarantee of my or the users' safety. I verify that the snowboard provided for use is equipped with a leash/retention device. I agree that it is my responsibility to use this device to prevent runaway equipment and further that if the snowboard I am using is loose on the slopes, I can lose my lift ticket and can be held financially liable for any damage to property or persons caused by the loose snowboard.

SIGNATURE OF USER_____ _____DATE_____/_____/_____

Prospective renters and participants in lessons under the age of 18 years are required to have a parent or legal guardian read and also sign, verifying that the parent/legal guardian and prospective renter have read and undersigned this agreement and agree to be bound by its terms.

PRINT NAME OF PARENT/LEGAL GUARDIAN_____DATE_____/_____/_____

SIGNATURE OF PARENT/LEGAL GUARDIAN_____DATE_____/_____/_____