

Le Ski Mastery

RENTAL & LIABILITY RELEASE AGREEMENT

Please Read Carefully Before Agreement

1. I have accurately represented the 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 I fully understand its use and function. I agree to verify that the indicator settings to be recorded on this form for downhill ski equipment agree with the number appearing in the indicator windows of the equipment to be listed on this form.
2. I accept the use AS IS is the equipment listed on this form, and accept full financial responsibilities 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 rented under this form, but not returned to the shop.
3. I understand that the binding system cannot guarantee the user's safety. In downhill skiing, the binding system 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. In snowboarding use the binding system will not ordinarily released during use; these bindings are not designed to release as a result of forces generated during ordinary operation.
4. I understand that the sports of skiing, snowboarding and other recreational activities involve inherent and other risks or INJURY and DEATH. I voluntarily agree to expressly assure all risks of injury or death that may result from skiing or snowboarding use, or which related in any way to the use of this equipment.
5. I AGREE TO RELEASE LE Ski Mastery, Inc., its employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of this equipment (collectively "PROVIDERS"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the sports of skiing/snowboarding use, or is in any way related to use of this equipment, including all liability which results from the NEGLIGENCE of PROVIDERS, or any other person or cause.
6. I further agree to defend and indemnify PROVIDERS 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 use of this equipment.
7. This agreement is governed by the applicable laws of this state or province. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effort.