

WOODS VALLEY RENTAL AGREEMENT AND RELEASE FROM LIABILITY



NAME:			
ADDRESS:			
CITY, STATE & ZIP:			
PHONE NO:		DRIVER'S LIC NO:	
HEIGHT:	WEIGHT:	AGE:	DOB:
Skiers - check one: <input type="checkbox"/> Type 1 - Cautious skiing at lower visual indicator settings <input type="checkbox"/> Type 2 - Moderate skiing at average visual indicator settings <input type="checkbox"/> Type 3 - Aggressive skiing at higher visual indicator settings		Snowboarders - check one: <input type="checkbox"/> Regular. Left foot forward <input type="checkbox"/> Goofy. Right foot forward	
		Helmet - check one: <input type="checkbox"/> Yes <input type="checkbox"/> No, initial _____	

PLEASE READ CAREFULLY BEFORE SIGNING

I accept **AS IS** the equipment listed on this form, 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 value of any equipment rented under this form, but not returned to the rental facility. I agree to return all the rental equipment by the agreed time.

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, it is not possible to predict every 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, cross country skiing, skiboarding, snowshoeing, and other sports utilizing equipment with non-release bindings, the binding system will not ordinarily release during use, these bindings are not designed to release as a result of forces generated during ordinary operation.

I understand that the sports of skiing, snowboarding, cross country skiing, skiboarding, snowshoeing, and other sports (collectively "RECREATIONAL SNOW SPORTS") 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 these RECREATIONAL SNOW SPORTS, or which relate in any way to the use of this equipment.

I understand that a helmet designed RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when the helmet is worn.

I AGREE TO RELEASE AND HOLD HARMLESS Woods Valley, its employees, owners, affiliates, agents, officers, directors and the equipment manufacturers and distributors and their successors in interest (collectively "PROVIDERS") from all liability for injury, death, property loss and damage which results from the equipment user's participation in the "RECREATIONAL SNOW SPORTS" for which the equipment is provided, or which is related in any way to the use of this equipment, including all liability which results from the NEGLIGENCE OF PROVIDERS, or any other person or cause.

Time due back:	
Transaction No:	
Ski/Board No:	
Boot No:	
Sole Length:	
Helmet No:	
Binding Settings:	
RH	LH
RT	LT
TECHNICIAN INITIALS:	

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.

I agree that all disputed and/or lawsuits under this contract and/or from the use of the facilities at Woods Valley shall be litigated exclusively in the Supreme Court of the State of New York, County of Oneida or in the United States District Court of the Northern District of New York. This agreement is governed by the applicable law of New York State. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THE ABOVE RENTAL AND RELEASE FROM LIABILITY AGREEMENT.

ACKNOWLEDGEMENT OF PERSONAL INFORMATION AND EQUIPMENT INSTRUCTIONS

I have accurately represented the above 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 instructions on its use and fully understand its use and function. I agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment agree with the number appearing in the visual indicator windows of the equipment to be listed on this form.

SKIERS SIGNATURE _____
DATE _____

PARENT/GUARDIAN SIGNATURE (if skier is a minor) _____
DATE _____