

TAHOE DONNER CROSS COUNTRY SKI CENTER - RENTAL AND LIABILITY AGREEMENT FORM

TODAY'S DATE:	DUE DATE:	NO. OF DAYS:	DAY DUE							PAID:		LAST NAME INITIALS				
			MON	TUE	WED	THU	FRI	SAT	SUN							
			DO NOT WRITE IN SHADED AREAS - FOR CROSS COUNTRY EMPLOYEES ONLY													

FAMILY/GROUP NAME _____ CELL PHONE _____ LOCAL PHONE _____ HOME TOWN/STATE _____

VEHICLE COLOR/MAKE _____ LOCAL ACCOMMODATIONS _____ EMERGENCY CONTACT NAME/PHONE _____

RELEASE OF LIABILITY AND RENTAL WARNING

Please read and review carefully before signing: In consideration of the rental shop renting me this equipment: I accept for use AS IS the equipment rented, 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 retail value of any equipment that is not returned to the shop. I understand that Equipment Breakage Insurance, if any, only covers damage incurred during normal use. I agree to return all equipment by the agreed date in clean condition to avoid any additional charges.

I have received instructions on the use of the equipment and fully understand its use and function. I have received satisfactory answers to any questions I may have regarding the equipment and I will stop using the equipment and have it inspected, repaired or readjusted by a rental technician if I feel that it is not functioning properly. I have made no misrepresentations to the rental shop concerning height, weight, age, skier type, experience or other information requested. If I am renting skis, my signature on this form affirms that I have verified that the visual indicator settings on this form (if any) agree with settings on the equipment provided to me.

I accept and clearly understand that skiing, showshoeing, and other winter activities are **hazardous** and could cause **injury or death**, and that there are inherent and other dangers and risks involved in winter activities, including without limitation: changing weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees; collisions with natural, or

man-made objects or other skiers/snowshoers/winter activities; variations in terrain; and the failure of skiers/snowshoers/winter activities to ski within their own abilities, that injuries are a common and ordinary occurrence of these activities, and **I freely and voluntarily assume these risks.**

For skiers/snowshoers/winter activities: I understand that ski boot binding systems are designed as non-releasing systems, and will not ordinarily release during use, and are no guarantee of my safety. I understand that recreational and other activities 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 participation in recreational activities, which relate in any way to the use of this equipment, or from any activity at this ski/recreational area, including the use of chair lifts and surface lifts.

I agree to release Tahoe Donner Association, its shops, employees, members, agents, officers, directors, and their insurers, and any equipment manufacturers and distributors (collectively "**providers**"), from all liability for injury, death, and property loss and damage that may result from participation in recreational activities, is in any way related to use of the equipment, or is related to any other activity at this ski/recreational area including all liability that results from the **negligence** of providers, or any other person or cause. I further agree to **defend and indemnify providers** for any loss or damage arising from claims or lawsuits for personal injury,

death, and property loss and damage related to use of this equipment, participation in recreational activities, the use of chair lifts and surface lifts, or from any other activity at this ski/recreational area. I authorize **providers** to administer first-aid as they deem necessary. I authorize my transportation to a medical facility at my expense, if deemed necessary by providers. I acknowledge this agreement is governed by the applicable laws of the State of California. I further agree that any action involving parties or issues relating to or arising out of this agreement must be instituted and prosecuted in Nevada County. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

To the fullest extent allowed by law, I hereby agree to forever **release and hold harmless** Tahoe Donner Association, John and Robert Euer, Charles Willis, Sierra Pacific Industries Inc., and the United States Forest Service and all other manufacturers and distributors of this equipment and its components, as well as their owners, members, agents, employees, officers, directors, insurers, landowners, and affiliated companies, from **any and all responsibility or legal liability** for any injuries, damages or death to any user of the equipment, whether resulting from negligence or any other cause. I further agree that **I will defend and indemnify** them if any claim or action is pursued for any injuries, damages or death relating to skiing, snowshoeing or any related activities involving the use of this equipment. If the helmet is damaged or

involved in any kind of accident, I will immediately return it to the shop and report the accident or damage to the shop in writing.

This document is a legally binding contract which supersedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability, but it is not intended to assert any claims or defenses which are prohibited by law. The specific rights of the parties may vary from state to state. If any part of this agreement is found to be invalid or unenforceable, the remainder shall be given full force and effect.

If the equipment user is a minor, I verify that I am the parent or guardian of the minor and I have authority to enter into this agreement on behalf of the equipment user, and I agree to be bound by the terms and conditions of this agreement and to defend and indemnify all renters, manufacturers and distributors of this helmet in any claim or suit arising from said minor's use of this equipment.

This shop will absorb the cost of repairing any damaged equipment caused during normal use, however, I am still responsible for the full value of any lost, misplaced or stolen equipment (or damage due to negligence).

NOTE: THE RENTAL DAY IS FROM 8:30 A.M. TO 5 P.M. AND IS EXTENDED TO 7 P.M. WHEN NIGHT SKIING IS OFFERED. NO REFUNDS ON SKIS RETURNED EARLIER. EQUIPMENT RETURNED THE NEXT DAY WILL BE CHARGED FOR A FULL DAY.

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AN AGREEMENT BETWEEN MYSELF AND THE PROVIDERS AND I SIGN IT OF MY OWN FREE WILL.

FIRST NAME	/	LAST NAME	AGE	SKI	SNO	DEMO	PULK	CHAR	OTHER	SIGNATURE (PARENT/GUARDIAN IF UNDER 18)



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