



**RENTAL & LIABILITY RELEASE AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING**

1. I accept for use as is the equipment listed on this form, and accept full responsibility for the care of the equipment while it is in my possession.
2. 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. If at any time I feel the equipment is not functioning properly, I will stop using it and return it for inspection, repair or adjustments.
4. I agree to return all rental equipment by the agreed date in **clean condition** to avoid any additional charges.
5. I have received adequate instruction on the use of my equipment and fully understand its use and function.
6. I have made no misrepresentations to the ski shop concerning my height, weight, age or skier type.
7. I verify that the visual indicator settings recorded on this form agree with the numbers appearing in the visual indicator windows of the equipment listed on this form.
8. I agree to hold harmless and indemnify the ski shop and its owners, agents and employees, as well as the equipment manufacturers and distributors for any loss or damage, including any that results from claims or personal injury, death or property damage related to the use of this equipment.
9. I understand that the sports of skiing/snowboarding 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 skiing/snowboarding, or which relate in any way to the use of this equipment.
10. I understand that a **ski-boot-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, and it is, therefore, no guarantee of my safety.
11. I understand that the **snowboard/boot/binding** system is not intended to release as a result of forces induced during ordinary operation, and is therefore **absolutely no guarantee of my safety**.
12. I hereby release from any legal liability Arizona Snowbowl Limited Partnership and its owners, agents and employees, as well as the manufacturers and distributors of this equipment from any and all liability for damage and injury or death to myself or to any person or property resulting from the selection, installation, maintenance, adjustment or use of this equipment, and for any claim based upon negligence, breach of warranty, contract, or other legal theory, accepting myself, the full responsibility for any and all such damage, injury or death which may result.
13. This agreement is governed by the applicable law of this state. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.
14. I further agree and understand that if I fail to return the rental property described above within seventy-two (72) hours of 5:00 PM on the "EQUIPMENT RETURN DATE" listed above, I may be subject to criminal prosecutions for unlawful failure to return rented property as provided in A.R.S. s 13-1806.

I, the undersigned, have read and understand this Rental & Liability Release Agreement.

Skier's Signature _____

Date _____

Signature of (circle one): customer, customer's parent, legal guardian, agent

Ski School Packages Complete This Form

**ARIZONA SNOWBOWL
FLAGSTAFF, ARIZONA
SKI SCHOOL AGREEMENT AND RELEASE OF LIABILITY**

NOTE: If Student is a minor, Parent or Legal Guardian **MUST** also sign.

I understand and am aware that skiing is a HAZARDOUS activity. I understand that the sport of skiing and the use of ski equipment involves a risk of injury to any an all parts of this student's body including death. I also understand that the use of ski lifts and the performance of any exercises and/or maneuvers as recommended by ski school instructors also involve the same risk of injury or death. I hereby agree to freely and expressly assume and accept any and all risks of injury or death to this student while skiing and participating in this class.

Warning: Under Arizona law, a skier accepts the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing, including changing weather conditions, existing and changing snow surface conditions, surface or subsurface conditions, whether marked or unmarked, collisions with natural or man-made objects, whether marked or unmarked and the failure of to ski within their own abilities.

I agree that I will release, hold harmless, and indemnify Arizona Snowbowl Resort Limited Partnership, United States Forest Service and their successors, assigns, agents, employees, directors, officers and shareholders from any and all responsibility or liability, including negligence, for damages, injuries or death sustained by this student while skiing, and I agree NOT to make a claim against or sue Arizona Snowbowl Resort Limited Partnership or United States Forest Service for damages, injuries or death relating to skiing, the use of ski equipment and/or this student's participation in this ski school class or private lesson.

I hereby agree to accept the terms and conditions of this contract. I have fully read this agreement and release of liability and fully understand its contents. I am aware that this release of liability and a contract between myself and Arizona Snowbowl Resort Limited Partnership, and I sign it of my own free will.

It is agreed and understood that in the event of any suit or action between the undersigned and Arizona Snowbowl Resort Limited Partnership regarding this lesson or any injuries occurring at the Ski Area, the venue shall be Coconino County Superior Court only.

Student's Name (please print) _____

Parent's Signature _____

If student is a minor

Date _____

Student's Signature _____

Date _____