



Helmet Rental and Liability Release Form



I understand how this equipment works and have received proper instruction and satisfactory answers to any questions. I agree to report any accident, injuries or damage involving this equipment to the shop immediately, and if at any time this equipment does not seem to be working properly, I will stop using it and return it for inspection and possible corrective action. If this equipment is to be used by someone other than me, I certify that I am acting as agent, parent or legal guardian for the ultimate user and that I will provide this form and all other warnings and information to the ultimate user. I have read, understood and agreed to all the terms and conditions on this form. I accept full financial responsibility for the equipment listed on this form and promise to return it clean and undamaged. If I fail to do so, I agree to pay for its replacement at the full price, as determined by the rental shop as well as full rental value of any additional day lost. I understand and agree that skiing, snowboarding, tubing, and related activities are **HAZARDOUS and that injuries are common and ordinary** occurrences during these activities. **I AGREE FOR MYSELF, MY CHILD OR WARD TO ASSUME ALL RISKS OF INJURY OR DEATH** which may result from these activities. I understand that no headgear can protect against all foreseeable impacts, that skiing, snowboarding, and tubing can expose the user to forces which exceed the limits of protection offered by this helmet, that helmets do not guard against injury to the neck, spine, face or any other part of the body, and that these features are inherent risks of using this equipment. Helmets must be properly fitted to each user, and I agree that this helmet has been properly fitted by the provider. I warrant that the helmet is comfortably snug and that when I fasten the chin strap and shake my head, there is no significant movement of the helmet. I agree that if the helmet is damaged or involved in any kind of accident, I will stop using it immediately, return it to the shop and report the accident or damage. To the fullest extent allowed by law, **I AGREE FOR MYSELF, MY CHILD OR WARD TO RELEASE Hidden Valley Golf & Ski Inc., Snow Creek Inc., Peak Resorts, Inc., its rental shop, all manufactures and distributors of this equipment, and all their agents, employees, officers, directors, owners and affiliated companies (collectively "PROVIDERS")**, from **ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY** for any injuries, damages or death to any user of the equipment listed on this form, whether caused by **NEGLIGENCE** or any other cause. I further agree for **MYSELF, MY CHILD OR WARD** that **I WILL NEVER SUE** the released parties, and that **I WILL DEFEND AND INDEMNIFY PROVIDERS** if any claim or action is pursued for any injuries, damages or death relating to skiing, snowboarding, tubing or any related activities involving the use of this equipment. I accept this equipment **"AS IS"** and with **NO WARRANTIES**, expressed or implied, beyond these stated herein and in the manufacture's or distributor's written warranty. This document constitutes the **FINAL AND ENTIRE AGREEMENT** regarding this transaction and the equipment, it is binding upon the heirs, successors assigns of all parties, and it supersedes any and all other documents or oral statements. If any part is found to be invalid or unenforceable, the remainder shall be given full force and effect. This **IS A CONTRACT** which provides a **COMPREHENSIVE RELEASE OF LIABILITY**, but it is not intended to assert any claims or defenses that are prohibited by law. The specific legal rights of the parties may vary in different states. I understand and agree that this Agreement is governed by the laws of the State of Missouri. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

Day: S M T W T F S	I, the undersigned, have read and understand the release agreement.	Technician's Name
Date: ____/____/____		1.
Session: Day Eve Moonlight		2.

FULL NAME Please Print Clearly!	Parent/Guardian Print Name	Customer/Parent/Guardian Signature	Size	Number	Tech Initials
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