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BIG BEAR LAKE, CA 92315
(909) 866-8888

1140 W. BIG BEAR BLVD.
BIG BEAR CITY, CA 92314
(909) 585-2888

59379

MAILING ADDRESS PO BOX 2902, BIG BEAR LAKE, CA 92315

PLEASE PRINT CLEARLY

WINTER RECREATIONAL EQUIPMENT RENTAL

Date Out: _____ Date Due: _____

ASSUMPTION OF RISK, WARNINGS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

NOTE: IF USER IS A MINOR, PARENT/GUARDIAN MUST ALSO SIGN AND DATE.

Section 1 PLEASE READ CAREFULLY BEFORE SIGNING. AFTER SIGNING, PROCEED TO SECTION 2.

I understand that skiing and snowboarding, (collectively Winter Recreational Activities) are **HAZARDOUS** activities and include **UNEXPECTED DANGERS**. I understand that Winter Recreational Activities, including jumping and the use of terrain parks, include inherently **DANGEROUS** man-made and other substantial risks of injury or death that reasonable care, instruction and equipment cannot eliminate. I know that these risks may involve any and all terrain, tree wells and other persons. I **AGREE TO FREELY, VOLUNTARILY and EXPRESSLY ASSUME and ACCEPT ANY and ALL RISKS of DEATH or ANY INJURY to ANY PART** of this equipment user's body while engaging in any winter recreational activity. I **AGREE** to follow all **RESPONSIBILITY CODES**.

I understand that any Alpine ski equipment being furnished forms part of or all of a system which will **NOT RELEASE OR RETAIN** at all times or under all circumstances. I further agree and understand that this ski-boot-binding system does **NOT ELIMINATE THE RISK** of any injuries to any part of this user's body, including the knee. I understand that any snowboard bindings are designed to **NOT RELEASE** at any time and their use does **NOT PROTECT AGAINST OR REDUCE THE RISK** of any injuries to any part of the user's body including the wrist, knee or ankle. I understand that the wearing of a Winter Recreational activity specific approved helmet may reduce but will **NOT ELIMINATE THE RISK** of any injuries or death from head or neck injuries even at slow speeds. I agree that any approved helmet must fit properly and I will not let anyone else use my helmet. In the case of an accident, I will stop using my helmet and return it.

I agree to forever **RELEASE** this Winter Recreational Equipment shop, its employees and owners, as well as all equipment distributors and manufactures (collectively called, "Suppliers") from, and expressly **INDEMNIFY** them (defend and hold Suppliers harmless from any attorney's fees, costs, claims or lawsuits relating to the use of this equipment) for any and all liability and responsibility for any injuries or damages to the user of this equipment, including exchanges, even if such injuries or damages are caused by any **NEGLIGENT** act or omission by any Supplier or by **ANY** breach of any other duty imposed by law. I understand and agree not to sue or make any claim against any Supplier for any injuries or damages of any kind related to the use of this equipment and accept full personal liability and responsibility therefore.

This Winter Recreational Equipment shop, itself provides **NO WARRANTIES**, express or implied, and this equipment is accepted **"AS IS."** I am aware that this is a binding legal contract and understand and agree to all of its terms. I agree that if any provision of this agreement is determined to be illegal or unenforceable for any reason, that provision shall be severed and the remainder of this contract shall remain in full force and effect. I agree that any dispute relating to this agreement will be subject to the jurisdiction and laws of the State in which this shop is located.

I have read and agree to (Section 3) of this form and will be responsible for obtaining all of the information referred to in that section and providing it to the user of this equipment.

Parent/Guardian: I verify that I am a Parent/Guardian of this minor and this minor has my permission to participate in this winter recreational activity. I enter this agreement on behalf of this minor and I **AGREE** on behalf of myself and any other Parent/Guardian to the terms of this agreement and the agreement in Section 3. I agree to have this minor use an approved helmet if required. I am **AWARE** of and have fully explained to this minor all of the limitations of this equipment and all of the inherent risks of injury or death being expressly assumed.

X
USER'S SIGNATURE

DATE

X
PARENT/GUARDIAN SIGNATURE (IF USER IS A MINOR)

DATE

Section 2

USER'S LAST NAME						USER'S FIRST NAME			MI				
HOME STREET ADDRESS						DRIVER'S LICENSE/ID #			STATE / COUNTRY				
CITY						STATE			ZIP				
HOME PHONE			LOCAL PHONE			LOCAL ADDRESS							
SNOWBOARD STANCE <input type="checkbox"/> Regular <input type="checkbox"/> Goofy		WEIGHT LBS.		HEIGHT FT IN		AGE		SEX		STREET SHOE SIZE		SKIER TYPE (CIRCLE ONE) I II III	
BOOTS#		LENGTH/MM		SKIER TYPE		INITIAL IND. SETTING				POLES <input type="checkbox"/> YES <input type="checkbox"/> NO		POLES RETURNED <input type="checkbox"/>	
SKI/SNOWBOARD DESCRIPTION # SIZE				TOE L R		HEEL L R		L R X INITIALS		SET BY DATE		CHECK IF SKIS/ SNOWBOARD RETURNED <input type="checkbox"/>	
SKI/SNOWBOARD DESCRIPTION # SIZE				TOE L R		HEEL L R		L R X INITIALS		SET BY DATE		CUSTOMER INITIALS 2nd PAIR	
HELMET <input type="checkbox"/> YES <input type="checkbox"/> NO						HELMET RETURNED <input type="checkbox"/>						\$	
DAMAGE WAIVER: Customer, by initials Accepts or Declines. This Damage Waiver applies to reparable damages only; not lost, misplaced, stolen or abused (rock and/or rail damage) equipment. Equipment shall be replaced by the Renter at 100% of retail value if deemed unusable.						ACCEPT X INITIALS		DECLINE X INITIALS		DAMAGE WAIVER		\$	
C/C _____ EXP _____ CVC _____ ZIP _____						BIBS/PANTS		\$					
By signing below, I authorize Twin Bear Ski Co. to charge my Credit Card all amounts owing including but not limited to, all charges for delinquent rentals, charges for damage to, or lost/stolen rental item(s) and any other amounts as provided under the Damage Waiver.						JACKET		\$					
								\$					
						TOTAL		\$					

Section 3 DO NOT SIGN & DATE UNTIL YOU HAVE RECEIVED YOUR EQUIPMENT

ACKNOWLEDGMENT OF PERSONAL INFORMATION, EQUIPMENT INSTRUCTIONS & LIABILITY AGREEMENT

I agree that I understand how this Winter Recreational Equipment works and that **ALL** of my questions have been answered. I agree that any weight, height, age, street shoe, skier type and repairs recorded on this form are correct. I agree that the binding setting numbers appearing on the bindings are the same as those recorded on this form (Alpine only). I agree that the bindings have been mounted and adjusted according to **MY** instructions and I must wear a snowboard retention device when riding (snowboard only). I agree to check all of this equipment before each use. I agree that if I ever remove the snowboard retention device, I will turn the board upside down and push the bindings securely into the snow to prevent runaways. I will provide **ALL** of this information to the user. I have read, understood and fully agree to **ALL** of the terms and conditions set forth in Section 1 of this Agreement.

NO REFUNDS

X
USER'S SIGNATURE

DATE

X
PARENT/GUARDIAN SIGNATURE (IF USER IS A MINOR)

DATE