

Date out:

Duration:

Name:

Address:

Email:

Phone #:

EQUIPMENT DAMAGE INSURANCE NOT INSURED AGAINST THEFT

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

DECLINED ___ I am responsible for the FULL value of any loss of equipment, regardless of fault, including repair and/or replacement or damaged, lost misplaced or stolen equipment.

Weight:	Height:	Age:	Boot size:	Equipment Due Back at 4:15pm on:	Skier Type	Indicator setting/Din
Ski/Board #:				Tech Signature		
Boot #:				Customer Signature		

Express Assumption of Risks Agreement

1. I understand that Alpine ski equipment forms a part of or all of a ski-boot-binding system which will NOT RELEASE OR RETAIN at all times or under all circumstances where RELEASE OR RETENTION may prevent injury to any part of the skier's body, nor is it possible to predict every situation in which it will RELEASE OR RETAIN and it is, therefore, no guarantee of safety to an portion of my body. If Snowboard equipment is being furnished, I understand that these systems are NOT DESIGNED NOR INTENDED TO RELEASE in the event of a fall or other type of accident, that it functions differently from typical Alpine ski equipment and that the use does NOT PROTECT AGAINST NOR REDUCE THE RISK of injuries to and part of the user's body.
2. If a helmet is being furnished, I acknowledge that the helmet rented by me has been properly fit by Mt. Bachelor LLC. I further warrant that the helmet is comfortably snug and when I fasten the chin strap and shake my head, there is no significant movement of the helmet. I understand that this helmet may reduce or mitigate the severity of injuries to my head, but is no guarantee of my safety. I further recognize that helmets have limited capability as far as shock absorption. I agree that I will be the only person using the helmet during this rental period.
3. I understand that a leash or other runaway ski or snowboard prevention system must be used with the rented equipment at all times, including while riding chairlifts.
4. I have received instructions in the use of this equipment and have received satisfactory answers to any questions I may have regarding the use and function of this equipment. If I feel the equipment is not functioning properly, I will stop using it and have it inspected, repaired or readjusted by a qualified technician.
5. O.R.S. 30.970 PROVIDES THAT THE 'INHERENT RISKS OF SKIING' INCLUDES THOSE DANGERS OR CONDITIONS WHICH ARE AN INTEGRAL PART OF THE SPORT, SUCH AS CHANGING WEATHER CONDITIONS, VARIATIONS OR STEEPNESS IN TERRAIN, SNOW OR ICE CONDITIONS, SURFACE OR SUBSURFACE CONDITIONS, BARE SPOTS, CREEKS AND GULLIES, FOREST GROWTH, ROCKS, STUMPS, LIFT TOWERS AND OTHER STRUCTES AND THEIR COMPONENTS, COLLISIONS WITH OTHER SKIERS AND A SKIER'S FAILURE TO SKI WITHIN THE SKIER'S OWN ABILITY.
6. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT AND USE THE OF MT. BACHELOR LLC'S PREMISES AND FACILITIES, I AGREE TO NOT MAKE ANY CLAIM NOT BRING ANY SUIT FOR ANY DAMAGES, INJURY OR DEATH WHICH I OR THE BELOW NAMED MINOR MAY SUFFER, AGAINST MT. BACHELOR LLC, ITS OFFICERS AND MEMBERS, OWNERS, AGENTS, LANDOWNERS, AFFILIATED COMPANIES, EMPLOYEES AND THE MANUFACTURERS AND DISTRIBUTORS OF RENTAL EQUIPMENT (HEREINAFTER "MT. BACHELOR") WHEREIN THE "INHERENT RISKS OF SKIING" CONSTITUTES A SUBSTANTIAL FACTOR IN CAUSING THE DAMAGE OR HARM. I AGREE THAT THIS EXPRESS ASSUMPTION OF RISKS AGREEMENT IS BINDING UPON ME, A MINOR IF I AM SIGNING ON HIS OR HER BEHALF, MY HEIRS, GUARDIANS, ASSIGNS AND LEGAL REPRESENTATIVES.
7. I also agree that all disputes between me or the below named minor and Mt. Bachelor arising from my use/his/her use of Mt. Bachelor's facilities or services will be governed by the laws of the State of Oregon and the exclusive jurisdiction thereof shall be in the state courts of the State of Oregon, and the venue for these disputes shall be in Deschutes County, Oregon.
8. I accept this equipment "AS IS" AND WITHOUT ANY WARRANTIES, express or otherwise, except those stated herein. I accept full responsibility for the care of this equipment while it is in my possession. I will be responsible for the replacement, at full retail value, of any equipment which is not returned to the shop or which is damaged, and I will return this equipment by the agreed date and time, in clean condition to avoid any additional charges. I understand that rail riding may cause damage to this equipment for which I will be responsible.
9. I agree that the weight, height, age and skier type/rider stance recorded on this form are correct. I understand that this information may be used to select or adjust my equipment.
10. I agree to verify that the final settings recorded above on this form agree with the visual indicator settings of the bindings (skiing only). I agree to check this equipment before each use (including the binding anti-friction device = skiing only), and that this equipment will not be used if any parts are loose, worn, damaged or missing.
11. If any part of this contract is determined to be unenforceable for any reason or in any circumstance, it is intended that all other terms will be enforced in all other circumstances.

Demo	Package Type:	Daily Price:	Requested Indicator setting:
Tech Signature			
Customer Signature			

Model#	Binding
Boot Brand	Boot sole length
Skier Code	Settings
	left right
	Toe
	Heel

Tech Signature
Customer Signature

Model#	Binding
Boot Brand	Boot sole length
Skier Code	Settings
	left right
	Toe
	Heel

Tech Signature
Customer Signature

Model#	Binding
Boot Brand	Boot sole length
Skier Code	Settings
	left right
	Toe
	Heel

Tech Signature
Customer Signature

Model#	Binding
Boot Brand	Boot sole length
Skier Code	Settings
	left right
	Toe
	Heel

Tech Signature
Customer Signature

I HAVE CAREFULLY READ, UNDERSTOOD AND AGREED TO THE TERMS OF THE EXPRESS ASSUMPTION OF RISKS AGREEMENT ON PAGE ONE. I AM AWARE THAT THIS IS A LEGALLY BINDING CONTRACT.

I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT. THIS INCLUDES: THE "INHERENT RISKS OF SKIING" UNDER O.R.S. 30.970 AND THE EXPRESS ASSUMPTION OF RISKS. I UNDERSTAND AND AGREE THAT THE EXPRESS ASSUMPTION OF RISKS PROVISION WILL PREVENT THE UNDERSIGNED AND/OR THE MINOR NAMED BELOW FROM RECOVERING DAMAGES FROM MT. BACHELOR IN THE EVENT OF DEATH OR INJURY TO PERSON OR PROPERTY IF THE "INHERENT RISKS OF SKIING" CONSTITUTES A SUBSTANTIAL FACTOR IN CAUSING THE DAMAGE OR HARM. THE UNDERSIGNED, NEVERTHELESS, ENTERS INTO THIS AGREEMENT FREELY AND VOLLUNTARILY AND AGREES THAT IT IS BINDING UPON ME, A MINOR IF I AM SIGNING ON HIS OR HER BEHALF, MY HEIRS, ASSIGNS AND LEGAL REPRESENTATIVES.

USER'S NAME (Print): _____

USER'S SIGNATURE: _____ DATE _____

IF USER IS A MINOR (UNDER 18), PARENT/GUARDIAN MUST SIGN BELOW.

PARENT/GUARDIAN: I verify that I am the parent/guardian and/or have the authority to enter into this agreement on behalf of the above named minor. I agree to be bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minor's use of this equipment and the ski area's facilities. I agree to indemnify and hold harmless Mt. Bachelor from any claim brought by or on behalf of the minor if the "inherent Risks of Skiing" constitutes a substantial factor in causing the damage or harm alleged in the claim.

PARENT/GUARDIAN'S SIGNATURE: _____ DATE _____

CREDIT CARD DEPOSIT INFORMATION

I authorize the use of this credit card for any and all rental charges incurred in connection with this agreement including delinquent charges.

Signature _____ DATE _____