

BRYCE RESORT

P.O. BOX 3

BASYE, VA. 22810

TELEPHONE: (540) 856-2121

FAX: (540) 856-8567

144288

SKI SNOWBOARD

HELMET

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.

Warning: Under Virginia law, a ski area operator or other winter sports area operator is not liable for an injury to or death of a winter sports participant in a winter sport conducted at this location, or for damage to property, if such injury, death, or damage results from the inherent risks of the winter sport or from the participant's own negligence. The inherent risks of a winter sport include, among others, risks associated with the land, equipment, other participants, and animals, as well as the potential for you or another participant to act in a negligent manner that may contribute to the injury, death, or damage. You are assuming the inherent risks of participating in a winter sport at this location. Complete copies of the applicable Virginia law and the participant responsibility code published by the National Ski Areas Association are available for review at each ticket sales office of this winter sports area and online at www.bryceresort.com.

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								
CITY						STATE	ZIP	
HOME PHONE		LOCAL PHONE		LOCAL ADDRESS				
E-MAIL								
SNOWBOARD STANCE	WEIGHT	HEIGHT	AGE	SEX	STREET SHOE	SKIER TYPE (CIRCLE ONE)		
<input type="checkbox"/> Regular <input type="checkbox"/> Goofy	LBS.	FT IN			SIZE	I II III		

BOOTS#	LENGTH/MM	SKIER CODE	INITIAL IND. SETTING	POLES	POLES
				<input type="checkbox"/> YES <input type="checkbox"/> NO	RETURNED <input type="checkbox"/>
<small>ALL FUNCTIONAL PROCEDURES HAVE BEEN COMPLETED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS</small>					
SKI/SNOWBOARD DESCRIPTION	TOE L R	HEEL L R	RECEIVED L R	SET BY	DATE
# SIZE			X INITIALS		CHECK IF SKIS/SNOWBOARD RETURNED <input type="checkbox"/>
SKI/SNOWBOARD DESCRIPTION	TOE L R	HEEL L R	RECEIVED L R	SET BY	DATE
# SIZE			X INITIALS		CUSTOMER INITIALS 2nd PAIR
HELMET <input type="checkbox"/> YES <input type="checkbox"/> NO	HELMET RETURNED <input type="checkbox"/>				\$
BREAKAGE PROTECTION: Customer, BY INITIALS, accepts at the rate shown, or declines. This applies to equipment breakage. If the protection is accepted, the shop will absorb the cost of repair of any breakage to equipment. If declined, customer will pay for any breakage to equipment. However, accepting or declining protection does not apply to lost, stolen or abused equipment, which shall always be replaced by the renter at retail price.			ACCEPT	DECLINE	\$
			X INITIALS	X INITIALS	TAXES \$
LICENSE # _____			STATE _____		TOTAL \$
					DEPOSIT \$
					BALANCE \$
					EXTRA FEES \$

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.

X
USER'S SIGNATURE _____ DATE _____

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