



Initial of
Last Name

CRYSTAL MOUNTAIN RENTAL INFORMATION AND RELEASES OF LIABILITY

Rev. 8 12/29/12

NO. 169772 DATE / /

NO. DAYS RENTAL

LAST NAME _____ FIRST NAME _____

PRIMARY ADDRESS _____

LOCAL ACCOMODATIONS _____ RM # _____

PHONE # _____ CELL # _____

AGE _____ BIRTH DATE / / HEIGHT _____ WEIGHT _____

SKIER TYPE (CIRCLE ONE) I II III SHOE SIZE _____

SNOWBOARD STANCE (CIRCLE ONE) REGULAR OR GOOFY

RELEASE OF LIABILITY FOR USE OF RENTAL OR DEMO EQUIPMENT

PLEASE READ CAREFULLY BEFORE SIGNING: In consideration of my use of the ski area and any of its facilities and for the rental/demo equipment I am renting:

- I accept as is, the equipment rented on this form, and I accept full responsibility for the care of the equipment while it is in my or my child's possession. I will be responsible for the replacement, at full retail value, of any equipment that is not returned to the shop. I understand that equipment breakage insurance, if any, only covers damage incurred during normal use. I agree to return all equipment by the agreed date, in clean condition, to avoid any additional charges.
- I have received instructions on the use of the equipment and fully understand its use and function. I have received satisfactory answers to any questions I may have regarding the equipment. If I at any time, feel that the equipment is not functioning properly, I will stop using the equipment and have it inspected, repaired, or readjusted by a technician. I have made no misrepresentation to the rental shop concerning height, weight, age, skier type, experience or other information requested and have verified that the information on the form is correct. My signature on this form affirms that I have verified that the visual indicator settings on this form (if any) agree with settings on the equipment provided to me.
- FOR SKIERS: I understand that the ski/boot/binding system will not release or retain at all times or under all circumstances where release or retention may prevent death, or injury, to the skier, nor is it possible to predict every situation in which it will release or retain, and it is, therefore, no guarantee of my safety and that these features are inherent risks of skiing. FOR ALL OTHERS: I understand that the snowboard/boot/binding, ski board/boot/binding, Nordic ski/boot/binding systems are designed as non-releasing systems, and will not ordinarily release during use, and are no guarantee of my safety and that these features are inherent risks of skiing, and are no guarantee of my safety and that these features are inherent risks of skiing.
- In consideration of being permitted to use Crystal Mountain® facilities and to use rental or demo equipment I agree to RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS Crystal Mountain, Inc., Boyne U.S.A., Inc., its parent, subsidiary and affiliated companies, the U.S. Forest Service, Head/ Tyrolia, Rossignol Group, Marker Volk and all other manufacturers and distributors of the equipment provided to me under this agreement, and their respective agents, officers, directors, owners, contractors, volunteers, employees, insurers, real and personal property owners (collectively, the "Releasees") from any and all claims I might bring as a result of physical injury, including death, and/or property damage sustained in connection with my use of the equipment, INCLUDING CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY. I further agree to INDEMNIFY AND DEFEND the Releasees for any and all claims, including subrogation and/or derivative claims, brought by any third party or insurer, for injury or damage that I may cause related to use of this equipment. I have carefully read the foregoing Liability Release and warnings, understand their contents, and am aware I am releasing certain rights that I (or the minor child) may otherwise have. I agree this is a **RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE**. I freely and voluntarily enter into this agreement. I acknowledge and agree that this **LIABILITY RELEASE** and its components shall survive and continue in force beyond the termination of the current season.
Parent/Guardian: For participants under 18 years of age: As Parent/Guardian of the child named on this form, I have authority to enter into this agreement on behalf of the Child. I **AGREE TO INDEMNIFY, DEFEND & HOLD HARMLESS** the Releasees for any and all claims whatsoever brought by the Child and all claims whatsoever brought by any third parties arising in connection with the Child's use of the equipment and ski area facilities, or which arise out of such Child's presence and/or activities on the Releasees premises. I acknowledge I have read and understand this document and am executing it on behalf of the Child, and that the Child and I will be bound by all its terms.

Customer Signature: X _____

Date : _____

Parent/Guardian Signature: X _____

Date: _____

RELEASE OF LIABILITY FOR USE OF THE SKI AREA FACILITIES

- I accept and clearly understand that skiing, snowboarding, or other snowplay devices and the use of aerial and surface lifts and terrain parks, are HAZARDOUS, and could cause INJURY OR DEATH. I further understand and accept that there are inherent and other dangers and risks involved in these activities, including without limitation: changing weather conditions; existing and changing snow conditions including avalanches and snow immersion; bare spots; icy patches; rocks; stumps; trees, collisions with natural or man-made objects including other skiers/snowboarders/skiboarders; snowmobiles and grooming machinery; variations in terrain whether marked or unmarked; use of facilities including falls from chairlifts and premises falls; and the failure of skiers/snowboarders/ others on snowplay devices to ski within their own abilities and/or act responsibly. I understand that falls and injuries are a common and ordinary occurrence of the above activities, and I FREELY AND VOLUNTARILY ASSUME THESE RISKS
- In consideration of being permitted to use Crystal Mountain® facilities and to use rental of demo equipment I agree to RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS Crystal Mountain, Inc., Boyne U.S.A., Inc., its parent, subsidiary and affiliated companies, the U.S. Forest Service, Head/ Tyrolia, the Rossignol Group and all other manufacturers and distributors of the equipment provided to me under this agreement, and their respective agents, officers, directors, owners, contractors, volunteers, employees, insurers, real and personal property owners (collectively, the "Releasees") from any and all claims I might bring as a result of physical injury, including death, and/or property damage sustained in connection with my activities and use of the ski area facilities of Crystal Mountain facilities, INCLUDING CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY. I further agree to INDEMNIFY AND DEFEND the Releasees for any and all claims, including subrogation and/or derivative claims, brought by any third party or insurer, for injury or damage that may be caused related to use of this equipment and /or the ski area facilities, participation in recreational activities, the use of surface or aerial lifts, and any other activities at this resort/recreation area.
- I acknowledge that this agreement is governed by the applicable laws of the State of Washington and that Washington will be the venue for any action arising out of this agreement and/or my use of the equipment and ski area facilities. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I have carefully read the foregoing Liability Release and warnings, understand their contents, and am aware I am releasing certain rights that I (or the minor child) may otherwise have. I agree this is a **RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE**. I freely and voluntarily enter into this agreement. I acknowledge and agree that this **LIABILITY RELEASE** and its components shall survive and continue in force beyond the termination of the current season.

Parent/Guardian: For participants under 18 years of age: As Parent/Guardian of the child named on this form, I have authority to enter into this agreement on behalf of the Child. I **AGREE TO INDEMNIFY, DEFEND & HOLD HARMLESS** the Releasees for any and all claims whatsoever brought by the Child and all claims whatsoever brought by any third parties arising in connection with the Child's use of the equipment and ski area facilities, or which arise out of such Child's presence and/or activities on the Releasees premises. I acknowledge I have read and understand this document and am executing it on behalf of the Child, and that the Child and I will be bound by all its terms.

Customer Signature: X _____

Date: _____

Parent/Guardian Signature: X _____

Date: _____

	SIZE	FOR SKI SHOP USE ONLY	TECH
SKIS			
BOOTS			
POLES			
SNOWBOARD			
SNOWBOARD BOOTS			
HELMET			
SNOWSHOES			
CASHIER INITIAL	TOTAL		
BINDING SETTING		THIS EQUIPMENT MUST BE RETURNED BEFORE CLOSING OR AN ADDITIONAL DAYS' RENTAL WILL BE CHARGED. NO REFUNDS	
BOOT SOLE LENGTH	SKIER CODE		
TOE	HEEL		
L		TECHNICIAN CODE	TECHNICIAN SIGNATURE
R			