

ST. VINCENT SCOUTS EQUIPMENT RENTAL AGREEMENT

8965 AUBURN ROAD. FORT WAYNE, INDIANA 46825 (260-489-1763)

LAST NAME		FIRST NAME			MIDDLE INITIAL	AGE	SEX
ADDRESS				CITY		STATE	ZIP
HOME PHONE	CELL PHONE	WEIGHT	HEIGHT	SHOE SIZE	SKIER TYPE (CIRCLE ONE)		
							<input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III

ACKNOWLEDGEMENT OF PERSONAL INFORMATION, EQUIPMENT INSTRUCTIONS & LIABILITY AGREEMENT

I HAVE ACCURATELY REPRESENTED THE ABOVE LISTED INFORMATION AND IT IS TRUE AND CORRECT. I WILL NOT USE ANY OF THE RENTED EQUIPMENT UNTIL I HAVE RECEIVED INSTRUCTION ON ITS USE AND UNDERSTAND ALL FUNCTIONS. I AGREE TO VERIFY THAT THE VISUAL INDICATOR SETTINGS TO BE RECORDED ON THIS FORM FOR DOWNHILL SKI EQUIPMENT, AND BOARD EQUIPPED WITH RELEASE BINDINGS, I AGREE WITH THE NUMBER APPEARING IN THE VISUAL INDICATOR WINDOWS OF THE EQUIPMENT TO BE LISTED ON THIS FORM. I UNDERSTAND THIS IS THE USER'S RESPONSIBILITY TO SECURELY WEAR THE SNOWBOARD RETENTION STRAP AT ALL TIMES; AND I AGREE TO VERIFY THAT BINDINGS HAVE BEEN MOUNTED AND ADJUSTED ACCORDING TO MY INSTRUCTIONS (SNOWBOARD ONLY), I AGREE TO READ AND EXECUTE THE "LIABILITY RELEASE AGREEMENT" BELOW.

<u>X</u>		<u>X</u>	
USER'S SIGNATURE	DATE	PARENT/GUARDIAN SIGNATURE IF minor	DATE

BOOT #	LENGTH (mm)		SKIER CODE		INITIAL IND. SETTING		POLES __YES __NO	RETURNED __BOOTS __POLES	
SKI/SNOWBOARD DESCRIPTION # SIZE:	STANDARD SETTINGS			REQUESTED SETTINGS			SET BY	DATE	CONDITION RETURNED __GOOD __DAMAGED
	TOE	L	R	TOE	L	R			
	HEEL	L	R	HEEL	L	R			
							INITIALS		
SKI/SNOWBOARD DESCRIPTION # SIZE:	STANDARD SETTINGS			REQUESTED SETTINGS			SET BY	DATE	CONDITION RETURNED __GOOD __DAMAGED
	TOE	L	R	TOE	L	R			
	HEEL	L	R	HEEL	L	R			
							INITIALS		

SKI DAYS →	1 DAY	2 DAYS	3 DAYS	4 DAYS	5-6 DAYS	7-10 DAYS	SECURITY DEPOSIT	TOTAL
DOWNHILL SKI PACKAGE SKI, BOOT, BINDING, POLE	\$30.00	\$50.00	\$65.00	\$75.00	\$90.00	\$100.00	\$300.00	
SKIS ONLY/BOOTS ONLY	\$20.00	\$30.00	\$40.00	\$50.00	\$60.00	\$65.00	\$150.00	
SNOWBOARD PACKAGE BOARD, BOOTS, BINDINGS	\$30.00	\$50.00	\$65.00	\$75.00	\$90.00	\$100.00	\$300.00	
							GRAND TOTAL	
DATE EQUIPMENT WAS RETURNED						SECURITY DEPOSIT RETURNED		
							NET TOTAL	

EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT

I ACCEPT FOR USE AS IS THE EQUIPMENT TO BE LISTED ON THIS FORM. AND ACCEPT FULL FINANCIAL RESPONSIBILITY FOR THE CARE OF THE EQUIPMENT WHILE IN MY POSSESSION. I WILL BE RESPONSIBLE FOR THE REPLACEMENT AT FULL VALUE OF ANY EQUIPMENT RENTED UNDER THIS FORM. BUT NOT RETURNED. I AGREE TO RETURN ALL EQUIPMENT BY THE AGREED DATE

I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE THE USER'S SAFETY. DOWNHILL SKIS AND SNOWBOARDS EQUIPPED WITH RELEASE BINDINGS WILL NOT RELEASE AT ALL TIMES OR UNDER ALL CIRCUMSTANCES WHERE RELEASE MAY PREVENT INJURY OR DEATH. NOR IS IT POSSIBLE TO PREDICT EVERY SITUATION IN WHICH IT WILL RELEASE.

I UNDERSTAND THAT THE SPORTS OF SKIING AND SNOWBOARDING INVOLVE INHERENT AND OTHER RISKS OF INJURY AND DEATH. I VOLUNTARILY AGREE TO EXPRESSLY ASSUME ALL RISK THAT MAY RESULT FROM THESE RECREATIONAL SNOW SPORTS, OR WHICH RELATE IN ANY WAY TO THE USE OF THE EQUIPMENT.

I UNDERSTAND THAT A HELMET DESIGNED FOR RECREATIONAL SNOW SPORTS USE WILL HELP REDUCE THE RISK OF SOME TYPES OF INJURIES TO THE USER AT SLOWER SPEEDS. I RECOGNIZE THAT SERIOUS INJURY OR DEATH CAN RESULT FROM BOTH LOW AND HIGH ENERGY IMPACTS, EVEN WHEN A HELMET IS WORN.

I AGREE TO RELEASE AND HOLD HARMLESS THE SKI/SNOWBOARD SHOP, ITS EMPLOYEES, OWNERS, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND THEIR SUCCESSORS IN INTEREST, FROM ALL LIABILITY FOR INJURY, DEATH, PROPERTY LOSS AND DAMAGE WHICH RESULTS FROM THE EQUIPMENT USER'S PARTICIPATION IN THE RECREATIONAL SNOW SPORTS FOR WHICH THE EQUIPMENT IS PROVIDED, OR WHICH IS RELATED IN ANY WAY TO THE USE OF THIS EQUIPMENT, INCLUDING ALL LIABILITY WHICH RESULTS FROM NEGLIGENCE OF PROVIDERS, OR ANY OTHER PERSON OR CAUSE.

I FURTHER AGREE TO DEFEND AND INDEMNIFY PROVIDERS FOR ANY LOSS OR DAMAGE, INCLUDING ANY THAT RESULTS FROM CLAIMS OR LAWSUITS FOR PERSONAL INJURY, DEATH, AND PROPERTY LOSS OR DAMAGE RELATED IN ANY WAY TO THE USE OF THIS EQUIPMENT. THIS AGREEMENT IS GOVERNED BY THE APPLICABLE LAW OF THIS STATE OR PROVINCE. IF ANY PROVISION OF THIS AGREEMENT IS DETERMINED TO BE UNENFORCEABLE, ALL OTHER PROVISIONS SHALL BE GIVEN FULL FORCE AND EFFECT.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT.

<u>X</u>		<u>X</u>	
USER'S SIGNATURE	DATE	PARENT/GUARDIAN SIGNATURE IF MINOR	DATE