



# RENTAL FORM

**MT. BAKER SKI AREA, INC. 2011-2012**

## RENTAL RELEASE AGREEMENT

### Acknowledgement of Risks and Hazards and Agreement Not To Sue

If you are unwilling to assume all the risks associated with all mountain activities and use of Mt. Baker Ski Area and/or any of its facilities or rental equipment, **DO NOT** sign this document, in which case you will NOT be authorized to use Mt. Baker rental equipment. If you sign this document, BUT make any alterations to it, you are NOT authorized to use Mt. Baker rental equipment.

**This RELEASE AGREEMENT pertains to use of any and all facilities at Mt. Baker Ski Area. NOTE: Mt. Baker Mountain Policies and Guidelines are posted in the Trail Map, at the ski area and on our website: [www.mtbaker.us](http://www.mtbaker.us).**

The undersigned renter named in this Agreement (and parent/legal guardian if the renter is a minor) agrees and acknowledges that by utilizing Mt. Baker rental equipment and/or participating in any mountain activities at the ski area, the renter is subject to the following rules and conditions of use by Mt. Baker Ski Area, Inc. and agrees to these terms:

- I understand that as a visitor to Mt. Baker Ski Area I will encounter an ever-changing and at times severe mountain environment. **I UNDERSTAND THAT MY SAFETY IS NOT GUARANTEED.**
- I understand that **IT IS MY RESPONSIBILITY TO BE SAFETY CONSCIOUS AT ALL TIMES, TO RESPECT ALL WARNING SIGNS AND TO USE COMMON SENSE AND ACT RESPONSIBLY** for my own safety and the safety of others while at the ski area.
- I understand that I may be seriously hurt, including fatal injuries, using the facilities, services, or rental equipment of Mt. Baker Ski Area. I accept full responsibility for all medical expenses incurred as a result of my use of any Mt. Baker rental equipment and/or use of any Mt. Baker facility.
- All visitors to the ski area are expected to adhere to **ALL MT. BAKER SKI AREA MOUNTAIN POLICIES and GUIDELINES.** I understand that **VIOLATION of any of these policies MAY RESULT IN FINES, SUSPENSION OR REVOCATION OF MY SKIING OR SNOWBOARDING PRIVILEGES WITHOUT REFUND,**

### 1. RENTER INFORMATION

RENTER's LAST NAME				FIRST NAME			
RENTER's ADDRESS						BIRTHDATE	
						MM / DD /	YYYY
CITY - STATE / PROVINCE - ZIP / POSTAL							
CELL PHONE				LOCAL PHONE			
( ) -				( ) -			
AGE	GENDER	SHOE SIZE	WEIGHT	HEIGHT		SKIER TYPE	
	<input type="checkbox"/> M <input type="checkbox"/> F		<input type="checkbox"/> lbs <input type="checkbox"/> kg	ft	in	(See Skier Type Chart) <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III	

### 2. RENTAL TYPE

AGE CATEGORY	SKI	SNOWBOARD	HELMET
<input type="checkbox"/> Adult (16+)	<input type="checkbox"/> <b>SKI PKG</b> Skis, boots & poles	<input type="checkbox"/> <b>SNOWBOARD PKG</b> Board, boots & bindings	<input type="checkbox"/> HELMET
<input type="checkbox"/> Youth (7-15)	<input type="checkbox"/> <b>SKI ONLY</b>	<input type="checkbox"/> <b>SNOWBOARD ONLY</b>	
<input type="checkbox"/> Child (6 & under)	<input type="checkbox"/> <b>BOOTS ONLY</b>	<input type="checkbox"/> <b>BOOTS ONLY</b>	
	<input type="checkbox"/> <b>POLES ONLY</b>	<input type="checkbox"/> <b>BINDINGS ONLY</b>	

### 3. VEHICLE INFORMATION

YEAR		MAKE	MODEL	COLOR

### 4. DEPOSITOR INFORMATION

DEPOSITOR's LAST NAME (if different than renter)				FIRST NAME			
DEPOSITOR's DRIVER'S LICENSE #						STATE	

### 5. SIGNATURE

I certify that I have READ, UNDERSTAND and ACCEPT the terms of the Rental Release Agreement, and freely accept and assume the risk that I can suffer property damage, illness, severe personal injury or even death by using the Mt. Baker facilities, participating in mountain activities, and/or utilizing Mt. Baker rental equipment, not only in ways described, but also in ways that are unknown and unexpected, even if I follow instructions or advice. I agree not to sue Mt. Baker Ski Area, Inc. or the manufacturers or distributors of any rental equipment issued to me. I have received a copy of Mt. Baker's Mountain Policies, Your Responsibility Code and Washington State Law RCW 79A.45.030 and understand and agree to the terms of these policies.

#### PARTICIPANT'S SIGNATURE

#### DATE

			mo / day / yr
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If the renter is under 18 I, as the parent/legal guardian of the minor renter, agree that I have read and agree to the separate Minor Rental Release Agreement.

#### PARENT/LEGAL GUARDIAN SIGNATURE

#### DATE

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### TURN OVER

SECTIONS 4-17 of 17 ARE CONTINUED ON PAGE 2 OF 2  
(ON THE OTHER SIDE OF THIS DOCUMENT)

#### RENTAL TECH USE ONLY

BOOT SIZE	BOOT INV #	SOLE LENGTH	SYNCHRO #	CODE	VIS	VIS INITIALS	I UNDERSTAND THE VIS
							CUSTOMER INITIALS
LENGTH	INVENT #	COLOR #	BRAND	HELMET #	TECH INITIALS	I have received instruction & understand how to use the snowboard bindings:	
						CUSTOMER INITIALS	
LENGTH	INVENT #	BRAND	MODEL	TECH INITIALS	Tech Comments		

**AND/OR POSSIBLE PERMANENT TRESPASS FROM THE SKI AREA.** Infractions of any of the policies will remain on file and will affect eligibility for future use of Mt. Baker rental equipment and/or use of Mt. Baker facilities.

5. I understand and acknowledge the following: **WARNING - SKIING, SNOWBOARDING, and MOUNTAIN ACTIVITIES ARE HAZARDOUS AND THE ENTIRE SKI AREA EXISTS IN A HAZARDOUS MOUNTAIN ENVIRONMENT.** Dangers include but are not limited to: Bare spots, variation and changes in snow, ice and terrain along with bumps, deep snow, tree wells, creeks, holes, moguls, stumps, forest growth and debris, rocks, cliffs, extreme terrain, sliding or falling snow, avalanches, risk-creating weather conditions, freestyle terrain, jumps, terrain modifications, equipment including but not limited to lifts and snow machines, collisions with structures, machines or devices and **MANY OTHER HAZARDS EXIST WITHIN THE MOUNTAIN ENVIRONMENT OF THE SKI AREA. SUCH DANGERS ARE RECOGNIZED AND ACCEPTED** whether they are marked or unmarked, on or off the slopes and they may occur without warning. **I ASSUME ALL SUCH RISKS WHILE AT THE SKI AREA.** Falls and collisions with other people do occur and I assume all risks as well as the responsibility to ski or snowboard under control at all times.

6. I understand that helmets, safety equipment, proficiency checks, supervision and/or enforcement of rules **DO NOT AND CANNOT GUARANTEE** my safety.

7. I understand that part of utilizing rental equipment may include **RIDING CHAIR LIFTS or TOWS** and I assume the risks associated with riding, loading, unloading and all related activities of riding chair lifts or tows.

8. I acknowledge and fully understand that **SKIING AND SNOWBOARDING ARE ACTION SPORTS CARRYING SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY**, death or property damage. I understand the nature of skiing and snowboarding activities including riding chair lifts and tows. I believe with my experience, capabilities, and current physical condition **I AM QUALIFIED TO PARTICIPATE IN SUCH ACTIVITIES AND I HAVE NOT BEEN ADVISED OTHERWISE BY A MEDICAL PROFESSIONAL.**

9. **THE USE OF HELMETS IS RECOMMENDED** though this is a personal choice.

10. I understand that **I MAY BE PHOTOGRAPHED** as a user of Mt. Baker rental equipment and I agree to allow any photos, video or film likeness of myself to be used for any legitimate promotional purpose by Mt. Baker Ski Area, Inc.

11. All rental equipment information I have provided on this form is true and correct. I have made no misrepresentations to Mt. Baker Ski Area about my height, weight, age or skiing/snowboarding type. I will not use any rental equipment until I understand how the equipment works and have received proper instruction and satisfactory answers to any questions. I understand any rental equipment issued to me is for my use only.

12. I understand that the ski-boot-binding system will release the boot from the

ski when certain forces on the system reach preset values, but that it will **NOT RELEASE OR RETAIN** at all times where release or retention may prevent injury, and that it **CANNOT** prevent all injuries or guarantee my safety. I understand and agree that unwanted release or retention of bindings is an inherent risk of using any ski-boot-binding system. I further agree and understand that the ski-boot-binding system does **NOT ELIMINATE THE RISK** of injuries or death. If snowboard equipment is being furnished, I understand that these systems normally will **NOT RELEASE** in falls and accidents and that they do **NOT PROTECT** against any type of injury or physical harm.

13. If at any time the rental equipment provided to me does not seem to be working properly, I will stop using it immediately and return it for inspection and possible repair or adjustment.

14. I understand that it is my responsibility to verify the visual indicator settings on the binding system of any equipment issued to me and that my signature on this form indicate that I understand and agree with the settings on the equipment provided to me.

15. By receiving this equipment I agree that I will verify and accept for use, as is, the equipment listed on this form. I also accept full responsibility for the care of the equipment while it is in my possession. I furthermore agree to return all rental equipment by the agreed date and time in clean condition to avoid any additional charges.

16. I will be responsible for the replacement, at full retail value, of any equipment rented from Mt. Baker Ski Area in the event of any loss, theft, or damage of any kind, other than reasonable wear and tear, which results while the equipment provided to me is in my possession.

17. A) I agree to **RELEASE, INDEMNIFY and HOLD HARMLESS** Mt. Baker Ski Area, Inc., its owners, land owners, directors and officers, employees, sponsors, and agents ("Mt. Baker") as well as the manufacturers and distributors of any rental equipment issued to me and their owners, agents, employees, and affiliated companies from any and all claims related in any way to use of Mt. Baker rental equipment, or any activities at, or use of the Mt. Baker Ski Area and its facilities; including any and all claims for death, personal injury, property damage, theft, or actions of any kind, whether caused by negligence or otherwise.

B) I agree to pay any and all legal fees incurred by Mt. Baker which may arise from any claims, actions or lawsuits by or on behalf of myself, "the participant", my heirs, executors, or administrators.

C) This **RELEASE/INDEMNIFICATION** clause shall be construed broadly to provide **INDEMNITY and RELEASE of LIABILITY** to the maximum extent permissible under applicable law. This **RELEASE AGREEMENT** is governed by the Laws of the State of Washington and venue for any disputes regarding this **AGREEMENT** will be in the Superior Courts of Whatcom County.