

EQUIPMENT RENTAL AGREEMENT

A. PARTICIPANT INFORMATION

PARTICIPANT NAME:

DATE OF BIRTH (MM/DD/YYYY):

CONTACT NUMBER:

ADDRESS:

CITY/STATE:

ZIP CODE:

B. RENTAL INFORMATION

ABILITY LEVEL:

AGE:

APPROXIMATE WEIGHT:

APPROXIMATE HEIGHT (EX. 5'4"):

BOOT/SHOE SIZE:

(USE MOST RECENT SHOE SIZE)

C. LEGAL INFORMATION

I accept for use AS IS any equipment provided to me or for my child and accept full responsibility for its care while it is in mine/our possession. I agree to release, forever discharge, Defend, Indemnify and Hold Harmless Mountain High Reunited, LLC. for all loss or any damage that may be caused to this equipment, except for reasonable wear and tear.

I/We understand that the binding system cannot guarantee the user's safety. In downhill or Alpine skiing, the binding system will not release at all times or under all circumstances where release may prevent injury or even death, nor is it possible to predict every situation in which it will release. In snowboarding, snowblading and some other snow sliding devices, the binding system do not ordinarily release during use. These bindings are not designed to release as a result of forces generated during ordinary use.

I understand that accurately providing mine or my child's weight, height and ability helps ensure that the rental equipment is set based on this information I have provided in person or electronically. Further, it is understood that the information you provided is transferred to another system by Mountain High Reunited, LLC.'s staff in order to allow optimum on hill experience for both myself and the child identified herein. _____ (Initial)

I hereby Verify that the above is true and as close to the stated information as possible.

I have read and understood the above statements and I do read English. _____ (Initial)

Participant Name

Participant Signature

Date

I accept for use **AS IS** the equipment listed on this form and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at full value of any equipment rented under this form that is not returned to the shop. I agree to return all equipment by the agreed date.

I understand that the binding system cannot guarantee the user's safety. In skiing, the binding system 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. In snowboarding, cross-country skiing, and with the use of Snowblade or Snow deck's, the binding system will not ordinarily release during use. These bindings are not designed to release as a result of forces generated during ordinary operation.

I understand and am aware that all forms of alpine activities available through the use of rental equipment, and various alpine activities available through the resorts Ski/Snowboard School, including but not limited to skiing, snowboarding, blading, and snowdecking, and the associated use of aerial or surface lifts, are hazardous activities involving exposure to inherent and other risks of injury, death or property damage. These risks include, but are not limited to, continually changing weather conditions and visibility, surface and sub-surface snow or ice conditions, design and conditions of natural or man-made terrain features that may exist throughout the resort, drop-off's, moguls, bare spots, rocks, ruts, stumps, trees, lift towers, snowmaking equipment, poles, ropes, posts, grooming vehicles, snowmobiles, and other participants. In recognition of the risks associated with my participation in alpine activities through the use of rental equipment, or alpine activities through the Winter Sports School, I, on behalf of myself and/or as the parent/guardian of the minor child identified herein, **VOLUNTARILY ACCEPT AND ASSUME ALL RISKS OF INJURY OR DEATH, OR PROPERTY DAMAGE** that might be associated with or result from these activities.

Students in the Winter Sports School will utilize aerial or surface lifts. These lifts present a variety of risks which include, but not limited to, difficulties in loading and unloading the lifts and the potential of the student somehow sliding off the chair and falling to the surface below. In addition, as there are generally more students than instructors, the student may be riding the lift either with another inexperienced student or with another skier/snowboarder or by themselves. We may not be able to provide an instructor or other escort for each student riding the lift. _____ (Initial)

It is the responsibility of the student (or parent/guardian if the student is under 18) to check and inspect personal equipment is working as intended by the equipment manufacturer.

To the fullest extent allowed by law, I, on behalf of myself and/or as the parent/guardian of the minor child identified herein, agree to **HOLD HARMLESS, RELEASE, DEFEND, INDEMNIFY AND PROMISE NOT TO BRING A CLAIM AGAINST OR SUE** Mountain High Reunited, LLC, its parent company, owners, officers, directors, agents, the ski/snowboard shop, its employees, and the manufacturers and distributors of this equipment (collectively "PROVIDERS") from any and all liability on account of, or in any way resulting from, personal injury, death or property damage, whether caused by the **NEGLIGENCE** of Providers, or by any other reason.

RELEASE OF LIABILITY AND COVENANT NOT TO SUE

As a condition and in consideration of being allowed to voluntarily participate in winter activities at Mountain High Resort, PARTICIPANT AGREES TO NOT SUE AND TO FOREVER DISCHARGE AND RELEASE MOUNTAIN HIGH FROM ANY AND ALL LEGAL LIABILITY for any and all property damage, injury or death caused by or arising from any access to the Mountain High Resort premises or participation in any winter related activities in their various forms, INCLUDING, BUT NOT LIMITED TO, INCIDENTS ARISING FROM ANY ACTUAL OR ALLEGED NEGLIGENCE OF MOUNTAIN HIGH. _____ (Initial)

I understand and agree that this agreement is intended to be as broad and inclusive as is permitted by law, and if any portion is held invalid, the balance shall continue in full legal force and effect. **I have made no misrepresentations to persons or staff at Mountain High Reunited, LLC. Including, but not limited to, any as to name, age, weight and height.**

I understand that this is a legal binding contract. I agree that any claim that I may bring be filed in the Courts of Los Angeles County, North District and shall be governed by the Laws of California.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ, UNDERSTOOD AND ACCEPTED EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT THIS AGREEMENT INCLUDES AN EQUIPMENT RENTAL AND RELEASE OF LIABILITY WHICH MAY LEGALLY PREVENT ME OR ANY OTHER PERSON FROM FILING SUIT, OR MAKING OTHER CLAIMS FOR DAMAGES, IN THE EVENT OF DEATH, PERSONAL INJURY OR PROPERTY DAMAGE. I HAVE FREELY AND VOLUNTARILY SIGNED THIS AGREEMENT IN EXCHANGE FOR THE USE OF THIS EQUIPMENT.

I have read and understood the above statements and I do read English. _____ (Initial)

This Is A Release Of Liability.
Do Not Sign It If You Do Not Agree With Its
Terms.

User's Name (Print)

Age

Signature

Date