

School:	
Day:	



RENTAL

Parent/Guardian must complete this section prior to the user's participation in the multi-week program

**CONTINUING RENTAL & LIABILITY RELEASE AGREEMENT * 2020-2021 * CRYSTAL MOUNTAIN
PARENT/GUARDIAN: - PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I, _____, Individually and as Parent or Guardian of _____ (hereinafter "user") accept for use AS IS all equipment to be provided during the multi-week program, and I agree to accept full financial responsibility for the care of the equipment while it is in the user's possession. I will be responsible for the replacement at full value of any equipment provided under this form, but not returned to the rental facility. I agree all rental equipment will be returned by the agreed date. I agree that either I, or an authorized designee, will execute the verification on the front of this form. All user information I provide will be true.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing and snowboarding with snowboards equipped with release bindings, I understand that the binding system will not release at all times or under all circumstances where release or retention may prevent injury or death, nor is it possible to predict every situation in which it will release or retain, and I agree that these features are inherent risks of skiing and snowboarding. In snowboarding, cross-country skiing, snowshoeing and other sports utilizing equipment with non-release bindings, I understand that 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 and I agree that these features are inherent risks of these activities.

I understand that the sports of skiing, snowboarding, snowshoeing and other sports (collectively "RECREATIONAL SNOW SPORTS") involve inherent RISKS and DANGERS, including but not limited to: changing weather conditions, changes in terrain, boarding, riding and disembarking lifts, variable and difficult snow conditions, collisions with persons, objects and/or vehicles, the presence of snow making or grooming equipment, the limitations upon the ability of bindings systems to protect the user, and unmarked natural and unnatural hazards, any of which may lead to INJURY and DEATH. In consideration of the user being allowed to participate in the school program and preparatory training, I HEREBY EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH MY AND/OR THE MINOR'S PARTICIPATION IN THE PROGRAM AND USE OF EQUIPMENT INCLUDING BUT NOT LIMITED TO THE POSSIBILITY OF SERIOUS PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE that may result from or are alleged to result from the user's participation in this multi-week program, in RECREATIONAL SNOW SPORTS or which relate in any way to the use of the equipment issued to the user. _____ (Initial here).

I understand that a helmet designed for RECREATIONAL SNOW SPORTS use may help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious INJURY and/or DEATH can and do result from both low and high energy impacts, even when a helmet is worn and I understand that helmets do not protect against trauma to the face, neck and spine and that these features are inherent risks of using this equipment. I understand that to function at its full capacity the helmet must fit correctly and I agree that the helmet provided properly fits me and/or the minor(s).

In further consideration, and to the fullest extent permitted by law, I agree to **Release, Hold Harmless, Indemnify, and Defend** Crystal Mountain, the equipment rental facility, their employees, owners, officers, representatives, directors, shareholders, agents, vendors and the manufacturers and distributors of the equipment and their successors in interest (collectively "Crystal Mountain Resort") from any and all claims, actions, losses, suits, damages, and allegations, including claims or actions brought by the Minor (if applicable) which relate to or arises from participation in RECREATIONAL SNOW SPORTS, in this multi-week program, or is in any way related to the use of the equipment, and claims related to or arising from incidents that occurred prior to and/or following the date of this release, including but not limited to: allegations of negligence, including negligence of Crystal Mountain Resort, breach of contract, breach of any statutory or other duty of care and breach of express or implied warranty. I further agree to **Indemnify, Hold Harmless and Defend** Crystal Mountain Resort from any damage, costs or expenses, including actual attorney fees and costs, without limitation, which Crystal Mountain Resort may sustain in relation to or arising out of the Student's participation in the Program. _____ (Initial here).

I consent to and authorize the taking of photographs and/or videos during my and/or the minor's visit to Crystal Mountain. I grant permission to Crystal Mountain Resort to use said photographs and/or videos in advertising, displays, web sites, brochures, other forms of electronic media, illustrations or publications without notifying me. I hereby waive any and all rights to privacy in the photographs/videos and to compensation related to the use of the photographs and or videos. _____ (Initial here).

JB 10/20

Continuing Rental & Liability Release Continued on the Bac

I recognize that emergency or emergent medical or dental care may be necessary for the user during his or her participation in the Crystal Mountain School Program. I authorize Crystal Mountain Resort to render first aid and to call for medical and/or dental care of the user if, in the opinion of Crystal Mountain, its employees, owners, officers, representatives, directors, shareholders, and vendors such medical or dental care is needed. I agree to be financially responsible for all expenses and costs associated with such care and related transportation. I understand this **Release and Indemnification Agreement** shall be binding upon my assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives and administrators and may be pled by Crystal Mountain Resort as a complete bar and defense against any and all claims, demands, or causes of action by or my behalf. Any provision of this **Release and Indemnification Agreement** which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect. I acknowledge that this activity is taking place in the State of Michigan and I further agree that only the laws of the State of Michigan shall apply in the construction or application of this Agreement.

I HAVE CAREFULLY READ THE FOREGOING RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION. I UNDERSTAND ITS CONTENTS AND THAT IT IS BINDING DURING THE ENTIRE 2020-2021 SKI SEASON AND GOING FORWARD. I HAVE THE AUTHORITY TO ENTER INTO IT AND I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I FURTHER AGREE THAT MY ELECTRONIC SIGNATURE CONSTITUTES MY AGREEMENT.

Parent/Guardian name (PLEASE PRINT): _____

Parent/Guardian's Signature: _____ Date: _____

Parent/Guardian must complete this section prior to user's participation in multi-week program.

Participant Name: _____ Age: _____
Last First

Address: _____ City: _____

State: _____ Zip: _____ Home Phone (____) _____

Height _____ Weight _____ Shoe Size: _____ Downhill Skier Type: I II III Snowboard Stance: Regular Goofy

Ski/Snowboard Length: Boot Sole Length: Boot Size: Poles: Yes/No Size:

Visual Indicator Settings: _____ Requested Settings: _____

Technician's Signature: _____ Date: _____

VERIFICATION OF EQUIPMENT INSTRUCTIONS & VISUAL INDICATOR SETTINGS

I have represented the above information and it is true and correct. I agree that the equipment user will not use the equipment provided for this session until I confirm that the user has received instruction on use of the equipment and fully understands the use and function of that equipment. My signature on this form affirms I have verified that the visual indicator settings on this form (if any) agree with settings on the equipment being provided.

I understand, authorize and acknowledge that the information contained on this form will be used to set the ski binding or ski boarding release settings for the entire season. I agree to notify Crystal Mountain Resort, in writing of any changes that may affect the binding settings, including but not limited to changes in the child's height, weight, the child's skier type, or boot size. It is my understanding that any such changes must be delivered in writing to the Crystal Mountain rental shop and that I will then be asked to fill out a new Salomon Rental Form and Rental and Liability Release Agreement which will reflect any such changes.

Parent/Guardian name (PLEASE PRINT): _____

Parent/Guardian Signature: _____ Date: _____