

EQUIPMENT RENTAL AGREEMENT

LAST NAME:		FIRST NAME:		PHONE:	
STREET:			CITY/STATE:		ZIP:

EMAIL ADDRESS (for promotions and special offers, we do not sell this or provide this information to anyone outside of Liberty University):

WEIGHT	HEIGHT		AGE	SHOE SIZE	SNOWBOARD LEADING FOOT		SKIER TYPE (see below)		
LBS.	FT.	IN.			LEFT	RIGHT	I Cautious	II Moderate	III Aggressive

TO BE COMPLETED BY STAFF	SKIS	BOOT ID #:	BOOT SOLE MM:	TECH NAME (Please print):					
		SKIS ID #:	SKIER CODE:	DIN SETTING:					
	BOARD	BOARD #:	BOOT #:	Attendant:					
	HELMET	SIZE: S M L XL	ID #:	CUSTOMER INITIALS:					
	RENTAL DATE:			TIME EQUIPMENT RECEIVED:			TIME EQUIPMENT DUE:		

Unless you decline by initialing below, you will be charged a \$1.00 per day damage waiver fee on all equipment rentals. This fee covers damage to the equipment during the rental period caused by normal use of the equipment. This fee DOES NOT cover any damage to the equipment resulting from: (i) abuse or misuse of the equipment; (ii) skiing or riding out of bounds; (iii) reckless use of the equipment; or (iv) loss or theft of the equipment during the rental period. This fee will cover up to \$300.00 in damage. If you choose to decline the damage waiver, you will be responsible for any and all damage to the rented equipment, regardless of the cause.

DECLINE: _____

SKIER TYPE CLASSIFICATION- Your skier type, height, weight, age and ski boot sole length are used by the shop to determine the release/retention settings of your ski bindings. Be sure to provide accurate information. Any error may increase your risk of injury. Consult these descriptions to select your classification.

<p>Type I Skiers: "Cautious skiing at lighter release/retention setting." * ski conservatively * prefer slower speeds * prefer easy, moderate slopes * favor lower than average release/retention settings. <i>This corresponds to an increased risk of inadvertent binding release in order to gain increased releasability in a fall.</i></p>	<p>Type II Skiers: "Moderate skiing at average release/retention setting." * ski moderately * prefer a variety of speeds * ski on varied terrain, including difficult trails. * are skiers who do not meet all the descriptions of either Type I or Type III.</p>	<p>Type III: "Aggressive skiing at higher release/retention settings." * ski aggressively * normally ski at high speeds * prefer steeper and more challenging terrain * favor higher than average release/retention settings. <i>This corresponds to decreased releasability in a fall in order to gain a decreased risk of inadvertent binding release.</i></p>
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I agree to rent the equipment described above under the following terms and conditions:

A. I understand that ski bindings are selected based on a skier's age, height, weight, and skier type. I agree that the information I have provided on this form is accurate and up-to-date. I understand that the bindings may not release properly if they become muddy or damaged. I also understand it is my responsibility to notify the rental shop if I have difficulty using the rental boots or bindings. I will inspect this equipment before each use and will not use it if any parts are damaged or missing.

B. If I do not understand how to use and operate the equipment I rent, then I agree to obtain instruction in the use of this equipment from the rental shop or the snowsports school personnel until I understand how to use it. I understand that this rental shop offers no warranties, expressed or implied, and that this equipment is accepted "AS IS."

C. I agree not to let anyone other than the person named above use all or any portion of the equipment I rent.

D. I agree to be responsible for the equipment listed on this form and not to remove it from the facility grounds at any time. To return it in clean, undamaged condition to the place I rented it, at or before the end of the same day rented.

E. I understand and agree that skiing, snowboarding and similar winter sports are hazardous activities and have inherent risks no matter how careful I may be and I freely accept and assume all risks of injury or death that may occur while using this equipment. I understand that the ski-boot-binding system will not release under all circumstances and is no guarantee of my safety. I understand that the snowboard-boot-binding system is a non-release system and does not reduce the risk of injuries. I understand that walking in snowsports boots is different than walking in shoes; I recognize it is common to slip on icy or wet surfaces when wearing these boots. I understand and agree that a helmet cannot guard against all impacts and head injuries. The greater the speed, the less a helmet can do. An impact by a helmeted head at running speeds of 13 mph can be harmful and even fatal. I understand that a helmet does not reduce the risk of injuries to the neck, spine or other parts of the body at all.

F. I accept responsibility for the safety of myself or the person for whom I am signing, and I assume all risks of personal injury, death, and property damage that may occur as the result of my rental of this equipment. I understand that all these conditions, understandings, and agreements are conditions of my rental of this equipment. I agree to defend, indemnify, and hold harmless Liberty University and its respective officers, directors, insurers, employees and agents against any and all claims, demands, losses or damages, (including reasonable attorneys' fees), which may arise out of an injury or property damage caused by the use of this equipment during my rental of the equipment. Additionally, I agree that any dispute arising under this agreement shall be litigated in the Circuit Court of Lynchburg, Virginia, and I consent to the jurisdiction of such court. I hereby waive my right to a trial by jury. I understand this agreement is binding on assignees, subogors, distributes, family members, heirs, next-of-kin, executors, personal representatives, administrators and successors of every kind.

G. If I believe I have suffered an injury as a result of any defect in or improper adjustment of the equipment, I agree to notify a Snowflex Centre employee in writing before leaving the facility. Upon receipt of such notification, Snowflex Centre will take the equipment out of service for thirty (30) days, during which you will be afforded an opportunity to inspect the equipment. If no such notice is received or the thirty (30) day period expires, the equipment will be returned to service for use by other participants. You waive any claim of spoliation in the event of such return to service.

WARNING: Under Virginia law, a ski area operator or other winter sports area operator is not liable for an injury to or death of a winter sports participant in a winter sport conducted at this location, or for damage to property, if such injury, death, or damage results from the inherent risks of the winter sport or from the participant's own negligence. The inherent risks of a winter sport include, among others, risks associated with the land, equipment, other participants, and animals, as well as the potential for you or another participant to act in a negligent manner that may contribute to the injury, death, or damage. You are assuming the inherent risks of participating in a winter sport at this location. Complete copies of the applicable Virginia law and the participant responsibility code published by the National Ski Areas Association are available for review at each ticket sales office of this winter sports area and online at www.liberty.edu/snowflex.

BY SIGNING BELOW YOU AGREE YOU HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE TERMS ABOVE.

_____	_____
Participant's Signature (signed by name of person renting equipment)	Date
_____	_____
Parent or Legal Guardian Signature	Date