



EQUIPMENT RENTAL FORM

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| | |
| FOLIO # | EXP. TIME |

PLEASE PRINT. Press FIRMLY

SKIER-TYPE Circle One: **Beginner - Intermediate - Advanced**

NAME _____ PHONE _____ Height _____
 ADDRESS _____ APT. _____ Weight _____
 CITY _____ PROV. _____ POSTAL CODE _____ Age _____
 E-MAIL _____ TYPE OF DEPOSIT: VISA MASTER CARD CASH

| | | | | |
|-----------|---------|-------|----------|-------------------------|
| Board No. | Ski No. | Poles | Boot No. | Boot Sole Length D.I.N. |
|-----------|---------|-------|----------|-------------------------|

OFFICE USE ONLY: All Functional Procedures have been completed. Technician's Signature _____

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
 BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
 PLEASE READ CAREFULLY**

TO: DAGMAR RESORT LIMITED.

RENTAL AGREEMENT

- I accept full responsibility for the care of the rental equipment ("the Equipment") listed on this form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by the agreed date.
- I also agree to return the Equipment in clean condition to avoid any additional charges.
- [SKIERS ONLY] I have made no misrepresentation in regard to my height, weight, age or skier type. (This information is required in order to properly adjust the ski boot/ binding settings).
- I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer any questions I may have as to the proper use of the Equipment.

ASSUMPTION OF RISKS

I am aware that alpine skiing, snowboarding and x-country skiing involve risks, dangers and hazards and that injuries are a common and ordinary occurrence of the sports.

ALPINE SKIING I understand that the ski boot / binding system will not release at all times or under all circumstances, that it is not possible to predict every situation in which the system will release, and that the system is no guarantee that the user will not be injured.

SNOWBOARDING / X-COUNTRY I understand that the snowboard boot / binding system or x-country boot / binding system is not designed or intended to release and will not release under normal circumstances. I understand that as the snowboarding boot / binding system or x-country boot / binding system is a non-release system, it will not reduce the risk of injury during a fall and will increase the risk of not surviving a avalanche.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the rental of the Equipment, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Dagmar Resort Limited and the manufacturer and distributor of the Equipment and its directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as "the Releasees"), and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of or arising out of any aspect of my use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES in respect of the design, manufacture selection, installation, maintenance or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment;

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense to any third party, resulting from the use of the Equipment;
- This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and
- Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS MAY HAVE AGAINST THE RELEASEES.

X _____
Signature of Renter

Date _____

Signature of User of Equipment, if different from Renter

Witness

THIS AGREEMENT MUST BE SIGNED, DATED AND WITNESSED BY DAGMAR STAFF PRIOR TO RENTING.