



Solitude Mountain Resort
 12000 Big Cottonwood Canyon Salt Lake City, Utah 84121
 (801) 534-1400 1 (435) 649-5276 - Fax

Date Out	Date Due
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Please Print Clearly
 (Shaded areas for shop use only)

Total Rental Days _____

Name		Last		First		MI		Downhill Skiing	
Street		City		State		Zip		Skier Type (circle one):	
Email		Phone #		Driver's Lic. #		State		<input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III Snowboard Stance: (check one) Regular <input type="checkbox"/> Goofy <input type="checkbox"/>	
Your Weight		Your Height		Age		Local Accommodations		Damage Waiver Accepted	
lbs.		ft.		in.				Yes _____ No _____	
Initial		Initial							
Boots <input type="checkbox"/>		Sole Length		Inv #		Equipment Subtotal		\$	
Skis <input type="checkbox"/> Board <input type="checkbox"/>		Inv #				Equipment Damage Protection		\$	
Poles <input type="checkbox"/>		Skier Code		X-C Ski <input type="checkbox"/>		Inv #		Accessories	
Visual Indicator Settings		L Toe		R Toe		Snow Shoe <input type="checkbox"/>		Inv #	
		L Heel		R Heel		Helmet <input type="checkbox"/>		Inv #	
Technician Signature						Total		\$	

RENTAL & LIABILITY AGREEMENT - PLEASE READ CAREFULLY BEFORE SIGNING

I understand that snowsports involve many natural and man-made RISKS, DANGERS and HAZARDS, including, but not limited to changing weather all snow and light conditions, variations in terrain (natural and/or man-made), cliffs drop-offs, terrain park features, rails, jumps, boxes, half-pipes, quarter-pipes freestyle bump terrain and all other constructed and natural features obstacles including moguls, trees, stumps, forest growth bare spots, unmarked objects that may be difficult to see or accurately perceive, wildlife, rocks, debris, lift towers, snow making hydrants, water pipes, bridges, posts, signs, fences, rope-lines, equipment failures, collisions, incidents relating to chairlift loading, riding and unloading exceeding my own skiing ability, and the negligence of others. I also understand and acknowledge that I may encounter such risks, dangers and hazards AT ANY PLACE OR TIME, and that serious injury or DEATH may result.

I understand that the ski, snowboard, XC ski, or snowshoe equipment I am renting from Solitude Mountain Resort forms part or all of a ski, snowboard, XC ski, or snowshoe boot binding system and that my boots will not release from the ski bindings in all circumstances. I FURTHER UNDERSTAND THAT IT IS IMPOSSIBLE TO PREDICT EVERY SITUATION IN WHICH THE BINDINGS MAY OR MAY NOT RELEASE AND THAT THE SKI/SNOWBOARD-BOOT BINDING SYSTEM DOES NOT REDUCE THE RISK OF INJURY TO MY KNEES OR ANY OTHER PARTS OF MY BODY. I THEREFORE AGREE TO ASSUME ALL RISK OF INJURY ASSOCIATED WITH THE USE OF THIS EQUIPMENT.

I understand and acknowledge that the helmet is intended for use during skiing/snowboarding and for no other use. The helmet is designed to absorb impact by partial destruction of the energy absorbing liner. If the helmet is subjected to a severe blow, it should be returned to the Rental Shop immediately and replaced, even if it appears undamaged. I FURTHER

UNDERSTAND AND ACKNOWLEDGE THAT NO HELMET CAN PROTECT THE WEARER FROM ALL FORESEEABLE ACCIDENTS OR RISKS, INHERENT OR OTHERWISE, IN THE SPORT OF SKIING/SNOWBOARDING. EVEN A LOW-SPEED ACCIDENT CAN RESULT IN SERIOUS HEAD INJURY OR FATALITY. THE HELMET DOES NOT PROTECT THE NECK.

With regard to the helmet, I HAVE BEEN INSTRUCTED AND UNDERSTAND that (a) the helmet must always be worn in the proper position with the front edge positioned just above the eyebrows; (b) the chin strap is adjusted by fastening the buckle and tightening the chin strap until it fits snugly under the jaw; (c) I should not wear the helmet if it appears damaged or has been involved in an accident; (d) I should not wear anything hard or sharp under the helmet; and (e) I should not take unnecessary risks just because I'm wearing a helmet. **FOLLOWING THESE INSTRUCTIONS, HOWEVER, IN NO WAY GUARANTEES MY SAFETY AND I, IN NO WAY, RELY ON THESE INSTRUCTIONS IN SIGNING THIS AGREEMENT OR THE RELEASE OF LIABILITY BELOW.**

I acknowledge that the helmet has been properly fitted to me by the Rental Shop, that the helmet is comfortably snug, and that when I fasten the chinstrap and shake my head there is very little movement of the helmet on my head. I understand that the helmet may reduce or mitigate the severity of injuries in an accident but is no guarantee of my safety. I understand and acknowledge that the helmet has limited capability as far as shock absorption.

I have requested the equipment listed on the front side of this agreement and have been instructed on its use. I verify that the personal information (height, weight, age, skier/ rider type) on this ticket is correct. To the extent I am renting skis, I agree that I have confirmed that the visual release indicators on the alpine ski bindings are the same as those designated on this ticket. If at any time I feel the equipment is not functioning properly, I will stop using it and return it for inspection, repair or adjustment.

I understand that **ALL** equipment is rented **AS IS, WITH ALL FAULTS** and that there are **NO WARRANTIES**, either express or implied, **INCLUDING NO IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY** and that no Solitude Mountain Resort employee is authorized to make any warranty on this equipment. I accept full financial responsibility for the care of the equipment while it is in my possession and **AGREE TO PAY FOR ANY REPAIRS IN THE EVENT THE EQUIPMENT IS DAMAGED BEYOND NORMAL WEAR AND TEAR.** I agree to return all rental equipment by the agreed date. I will be responsible for the replacement at full value of any equipment rented under this form but not returned to the Rental Shop.

I FURTHER AGREE to RELEASE AND INDEMNIFY, to the fullest extent allowed by law, Solitude Mountain Resort and the manufacturers and distributors of the equipment shown on this rental form, and their respective representatives, agents, affiliates, partners, officers, directors, servants and employees **FROM AND AGAINST ANY AND ALL CLAIMS** for loss or damage, including death, personal injury or property damage, which I or any person may suffer as a result of my renting or using **ANY** equipment and/or skiing at Solitude Mountain Resort, **REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, PRODUCT DEFECT OR ANY OTHER LEGAL THEORY.**

I have carefully read and I understand this Agreement and Release and all of its terms. I understand that this is, among other things, a **RELEASE OF LIABILITY** that can **LEGALLY PREVENT** me from recovering in any lawsuit or proceedings for damages in the event of death or any injury or property damage. I nevertheless enter into this Agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns, successors and legal representatives. **No representations have been made to me other than those contained in this Agreement and I have not relied on ANY representations in signing this Agreement and Release.** To the extent any portion of this Agreement is deemed unenforceable, the remaining portions shall remain in full force and effect. Any legal action against Solitude Mountain Resort will be filed only in the State of Utah. I also understand that this Agreement and Release is **fully binding and applicable** for the **ENTIRE YEAR** in which the Agreement and Release is signed and is **NOT LIMITED** to the specific date the Agreement and Release is signed. This Agreement and Release is **NOT LIMITED** in any way to just inherent risks, but covers **non-inherent risks as well** and injuries sustained by me for any cause or reason without limitation.

By signing below, I agree to the Reservation, Wait List, Payment, No-show, Cancellation and Refund policies, including but not limited to cancelling or changing my product(s) before 5 p.m. MST **two (2) days prior to the reservation date** in order to receive a full refund or be assessed the applicable fee. I agree to pay Solitude Mountain Resort the full cost of all of my Snowsports Services products, including charges for additional days of rentals, child care and/or lessons.

Signature of Renter/Cardholder

DATE , ~~20~~ (Include year) Signature of Adult Skier
(if different from Renter/Cardholder)

Signature of Parent or Guardian of Minor Skier