

Please Print Clearly
(Shaded areas for shop use only)

SUNDANCE RESORT
RR3, Box A-1
Sundance, Utah 84004

Date _____ Date _____
Out _____ Due _____
Total Rental Days _____

Name: _____	Last _____	First _____	MI _____	Damage Waiver Accepted \$3
Street _____				Yes _____ No _____ Initial _____ Initial _____
City _____	State _____	Zip _____		
Phone # _____				Downhill Skiing Ski Type: (check one) <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III
Your Weight _____ lbs	Your Height ft. _____ in.	Local Accommodations Age _____		
Snowboard				
Stance: Goofy <input type="checkbox"/> Regular <input type="checkbox"/>				
Boot size _____	Boot Size/No. _____	Sole Length _____ mm		
Snowboard No. _____	Ski No. _____	Ski Code _____		
Helmet Yes _____ No _____	Inv. No. _____	Inv. No. _____		
Tech. _____	Cust. Initial _____	Poles _____	Tech. _____ Cust. Initial _____	
Visual Indicator Settings				
		L Toe	R Toe	
		L Heel	R Heel	

LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. In consideration of the rental, I agree as follows:

I agree to return the rented equipment clean and undamaged by the agreed time and date. I will pay for any repair, cleaning or replacement at the full retail rate of lost, stolen or damaged equipment as determined by SUNDANCE as well as for the full rental value of any additional days that equipment is out-of-service.

I understand how this equipment works and have received satisfactory instructions. I agree to check this equipment thoroughly before each use. If, at any time, the equipment does not seem to be working properly, I will stop using it immediately and return it for inspection.

I understand the proper binding settings or stance depends upon the accuracy of my statements about weight, height, age, skier type and stance on this form. **I have confirmed that the binding visual indicator settings or stance on this equipment corresponds to those stated on this form. I will not change, adjust or modify the settings or stance. I accept this equipment "AS IS" WITH NO WARRANTIES express or implied beyond those in manufacturer's limited warranty**

1. Assumption of Risk. I understand that skiing, snowboarding, skiboarding, snowshoeing and related activities (hereafter SNOW SPORTS) are HAZARDOUS and that injuries are common and ordinary occurrences during these activities. I EXPRESSLY AGREE TO ASSUME ALL RISKS of injury or death while using this equipment or participating in **SNOW SPORTS, including NEGLIGENCE** of others. I understand that a helmet designed for SNOW SPORTS use may reduce the risk of some types of injuries to the user at slow speeds, but that serious injury or death can result from both low and high energy impacts, even when a helmet is worn. Following the "YOUR RESPONSIBILITY CODE" and using reasonable care and common sense may reduce the risks. A leash or other runaway prevention system must be used with all rental equipment at all times.

2. For Alpine Ski Equipment, I understand that the ski-boot-binding system is designed to release the boot from the ski when certain forces on the system reach preset values. However, **the binding WILL NOT RELEASE OR RETAIN at all times where release or retention may prevent injury, and it CANNOT prevent all injuries. Injuries due to unwanted release or retention are inherent risks of skiing. For Snowboards, Skiboards, Snowshoes and Nordic Equipment,** I understand that these systems' bindings **WILL NOT ORDINARILY RELEASE in falls or accidents. I understand that these systems DO NOT PROTECT against any type of injury and that any injuries resulting from their use are inherent risks of SNOW SPORTS.**

3. To the fullest extent allowed by law, I hereby agree to FULLY RELEASE, INDEMNIFY AND HOLD HARMLESS Sundance Partners Ltd., Sundance Holding LLC, Sundance Development Corporation, The Sundance Group, LLC, Sundance Institute, Inc., Robert Redford, Redford 1970 Trust, all manufacturers and distributors of the rented equipment, as well as their owners, agents, officers, employees and affiliated companies (collectively "SUNDANCE") from any and all responsibility or liability for any injuries, damages or death resulting from my participation in SNOW SPORTS, use of the rental equipment or facilities at SUNDANCE including any **NEGLIGENCE of SUNDANCE products liability or breach of warranty.** I agree that my indemnification includes repayment of all attorneys' fees, costs, or judgments incurred by SUNDANCE.

4. This document constitutes the FINAL and ENTIRE AGREEMENT regarding this transaction and is intended to provide a COMPREHENSIVE RELEASE OF ALL LEGAL LIABILITY which is binding upon all parties, their heirs, and assigns, but is not intended to assert any claims or defenses that are prohibited by law. If any part of this agreement is unenforceable, the remainder shall be given full force and effect. This agreement is governed by Utah law and any lawsuit filed against SUNDANCE must be filed in Utah. This agreement shall remain in force as long as I rent the above-described or replacement rental equipment from SUNDANCE.

I have read, understood and agreed to the terms of this Agreement as contained on both sides of this document. liability for any injuries, damages or death resulting from my participation in SNOW SPORTS, use of the rental equipment or facilities at SUNDANCE including any **NEGLIGENCE of SUNDANCE, products liability or breach of warranty.** I agree that my indemnification includes repayment of all attorneys' fees, costs, or judgments incurred by SUNDANCE.

4. This document constitutes the FINAL and ENTIRE AGREEMENT regarding this transaction and is intended to provide a COMPREHENSIVE RELEASE OF ALL LEGAL LIABILITY which is binding upon all parties, their heirs, and assigns, but is not intended to assert any claims or defenses that are prohibited by law. If any part of this agreement is unenforceable, the remainder shall be given full force and effect. This agreement is governed by Utah law and any lawsuit filed against SUNDANCE must be filed in Utah. This agreement shall remain in force as long as I rent the above-described or replacement rental equipment from SUNDANCE.

I have read, understood and agreed to the terms of this Agreement as contained on both sides of this document.

Signature _____

Date _____

Parent/legal Guardian: I represent that I am the parent or authorized adult of the Equipment User who is under 18 years old (minor). I verified the information concerning the minor and accuracy of the visual indicators on all equipment. I agree to make all decisions and take all responsibility to educate, control and protect the minor from risks involved in SNOW SPORTS. I agree to be financially responsible for all of the minor's medical bills without right of subrogation and for the equipment. I agree to fully release and indemnify SUNDANCE from all claims that I may have resulting or any parent may have from any injuries or death of the minor, the minor's participation in SNOW SPORTS or use of the equipment even if SUNDANCE is negligent. To the fullest extent allowed by law, I individually and on behalf of the minor have read and agree to all terms of this agreement including my and the minor's release and indemnity of SUNDANCE.

Signature of Parent/Guardian _____

Date _____

Print Name, Address and Phone Number _____