

# GROUP RENTAL AND LESSON AGREEMENT



## USER / PARTICIPANT INFORMATION

LAST Name (Please Print)		FIRST		M	DATE	
MAILING ADDRESS			CITY		STATE	ZIP
CELL PHONE ( )		HOME PHONE ( )		EMAIL		
DATE OF BIRTH / /	AGE	HEIGHT	WEIGHT	HELMET RENTAL YES NO	LESSON YES NO	
PLEASE REFER TO SKIER TYPE CHART AND CIRCLE I II III		PLEASE CIRCLE SKI BOARD		LESSON LEVEL 1 2 3 4 5 6		

Agreement for  
Release of Liability and  
Assumption of Risk for  
Use of Equipment and/or  
Snowsports Instruction

**DodgeRidge.com**  
209.965.3474

### PLEASE READ AND SIGN PAGE 2

Equipment #	Size	Helmet #	DIN	<p><b>READ and INITIAL</b> I have accurately represented the information on this form. I will not use any of the equipment until I have received instruction and fully understand its use and function. I verify that the visual indicator settings (DIN), recorded on this form for alpine skiing, agree with the numbers appearing in the visual indicator windows of the equipment listed on this form USER/PARENT/GUARDIAN INITIAL: _____</p>
Boot #	Boot Sole	Skier Code	Tech Initial	
<u>EQUIPMENT EXCHANGE/ DEMO</u>				

## GROUP LESSON DESCRIPTIONS

SKI LESSON LEVEL DESCRIPTION	SNOWBOARD LESSON LEVEL DESCRIPTION
<p><b>1</b> Never skied before. Instruction will include introducing equipment, sliding, balance, stopping, gliding wedge, beginner lifts, introduction to turning left and right. Terrain: <b>Beginner</b></p> <p><b>2</b> Student has learned how to wedge to stop, turn left and right and ride beginner lifts. Instruction will include speed control, linking turns and turn shape. Terrain: <b>Beginner</b></p> <p><b>3</b> Student can link turns on beginner terrain and control speed. Instruction will include introducing intermediate terrain, use of poles and wedge Christie. Terrain: <b>Beginner / Intermediate</b></p> <p><b>4</b> Student is comfortable on beginner and some intermediate terrain and starting to match skis. Instruction will include introducing parallel turning, explore more challenging terrain and dynamic movement. Terrain: <b>Intermediate</b></p> <p><b>5</b> Student is comfortable on blue and easy black terrain using parallel turns. Instruction will include turn shape, variable terrain, carving techniques and dynamic movement. Terrain: <b>Intermediate / Advanced</b></p> <p><b>6</b> Student is comfortable on all terrain. Instruction will include short turns, carving, steeps, moguls, powder, terrain park skills. Terrain: <b>Advanced</b></p>	<p><b>1</b> Never snowboarded before. Instruction will include introducing equipment, balance, sliding, stopping, beginner lifts and turning left and right. Terrain: <b>Beginner</b></p> <p><b>2</b> Student has learned how to stop and is starting to make turns. Instruction will include working on turns on both edges, balance and control. Terrain: <b>Beginner</b></p> <p><b>3</b> Student can stop and turn on both edges. Instruction will include working on linking 'S' turns, controlling speed, introducing intermediate terrain and dynamic movement. Terrain: <b>Beginner / Intermediate</b></p> <p><b>4</b> Student can link turns on both edges and is comfortable on easy intermediate terrain. Instruction will include working on varying turn shapes, more challenging terrain and riding switch. Terrain: <b>Intermediate</b></p> <p><b>5</b> Student is comfortable on all beginner and intermediate terrain, can link turns and control speed and is starting to ride switch. Instruction will include short turns, carving, dynamic movement, introduction to the terrain park and variable terrain. Terrain: <b>Intermediate / Advanced</b></p> <p><b>6</b> Student is comfortable on all terrain. Instruction will include development of short turns, carving, powder, steeps, rails, boxes and straight air. Terrain: <b>Advanced</b></p>

AGREEMENT FOR RENTAL OF EQUIPMENT AND PURCHASE OF SNOWSPORTS INSTRUCTION, INCLUDING RELEASE OF LIABILITY, AND ASSUMPTION OF RISK

**Acknowledgment and Assumption of Risk:** I or my child (collectively, "I," "my," or "me") understand that the sports of skiing/snowboarding and all other winter sports activities and the use of rental equipment (collectively referred to as the "sport") can be dangerous and involve risks of injury or death. These risks include variations in terrain and snow conditions, surface and subsurface snow conditions, bare spots, bumps, moguls, ice, stumps, forest growth and debris, erosion control devices, rocks, cliffs, steep terrain, avalanches and all other slope hazards and obstacles. I also understand that participation in the sport involves risks posed by loss of control, collisions with other skiers or snowboarders and collisions with natural and man-made objects, including trees, rocks, fences, lift towers, snow making equipment, and over-snow vehicles. Other risks include those associated with the use of the facilities, including mountain transportation, lifts, terrain parks, walking in lodges and parking lots, traveling in the mountains, lessons, races, special events, and participating in the sport beyond the ski area boundary (collectively, "use of the facilities"). Despite the risks involved and in consideration for being allowed to rent equipment and participate in the sport and use of the facilities at Dodge Ridge, I AGREE TO EXPRESSLY ASSUME ALL RISK OF INJURY OR DEATH associated with participation in the sport and use of the facilities. I further understand that, as a participant in lessons, I am responsible for my conduct, including my speed and direction during the lessons.

**Equipment:** I understand that the **alpine ski-binding-boot system** will not release or retain under all circumstances where release or retention may prevent injury, nor is it possible to predict every situation in which it will release and it is, therefore, no guarantee of safety in the event of a fall or other event. Although the ski-binding-boot system may reduce the risk of certain injuries, it cannot protect against all injuries. I understand that the **snowboard-boot binding system** is not designed to release during use or in falls/impact and is therefore no guarantee of safety.

**Helmets:** I understand that no helmet can protect the user against all foreseeable impacts to the head, and that the sport can expose the user to forces that exceed the limits of protection offered by the helmet. I also understand that the helmet does not guard against injury to the neck, spine or any other part of my body. I agree that the helmet has been properly fitted. All instruction on the use of the helmet has been made clear to me and I understand the function of the helmet. I further warrant that I will be the only person who will be using this helmet.

**Instruction and No Warranties:** I agree that I have received **instructions on the use of the rented equipment** and have received satisfactory answers to any questions I may have regarding the use and function of the equipment. If I feel the equipment is not functioning properly, I will stop using it and return it to an authorized Dodge Ridge technician. I **accept this equipment as is and without any warranties**, express or implied, and I agree to pay the full retail value of any equipment not returned at the end of the rental period.

**Exchange:** If during any lesson and/or rental I exchange the equipment originally issued for another brand, type, or category, I understand that this Agreement will continue to apply to the exchanged equipment for the duration of its rental.

**Photographs – Waiver:** I hereby authorize the use and reproduction of my image, likeness, and/or voice by Dodge Ridge and its authorized representatives for any purpose, without compensation or restriction.

**Release of Liability and Indemnity Agreement:** In consideration for being permitted to participate in the sport and to use the facilities, I **AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Dodge Ridge Corporation, the United States of America, Department of Agriculture, United States Forest Service, special event organizers, sponsors, and all of their successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, employees, owners, landowners, parent and subsidiary companies, and affiliated companies (collectively herein, "Dodge Ridge") for injury or death resulting from participation in the sport or use of the facilities, regardless of the cause, including the alleged **NEGLIGENCE** of Dodge Ridge. I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Dodge Ridge for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of participation in the sport or use of the facilities.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply whenever I participate in the sport or use of the facilities at Dodge Ridge. I understand that this RELEASE OF LIABILITY will prevent me, my child, or my heirs from filing suit or making any claim for damages in the event of injury or death from my participation in the sport or use of the facilities. Additionally, in the event I file or my child or any legal representative files a claim or a lawsuit arising out of my participation in the sport or the use of the facilities at Dodge Ridge, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Dodge Ridge for any damages, attorney's fees, or costs arising out of such a claim or a lawsuit.

I understand that this agreement is severable and that if any clause is found to be invalid, the balance of the agreement will remain in effect, valid, and enforceable. I agree that any action will be brought in the County of Tuolumne, State of California, or alternatively, in a court of competent jurisdiction in the State of California. Any disputes will be subject to and determined under the laws of the State of California.

Signature of **User** \_\_\_\_\_ **Date** \_\_\_\_\_

Prospective users under the age of 18 years are required to have a parent or legal guardian read and sign this Agreement.

Print Name of **Parent/Legal Guardian** \_\_\_\_\_ **Relation** \_\_\_\_\_

**Signature of Parent/Legal Guardian** \_\_\_\_\_ **Date** \_\_\_\_\_