

User/Participant's LAST Name (Please Print)		FIRST	M	Date	
Mailing Address		Phone Number		SKI or Snowboard SKI BOARD	
City		State	Zip	Helmet Rental YES NO	EQUIP #
Date of Birth / /		Age	Weight	Height	Lesson YES NO
Please Refer to Skier Type Chart and Circle I II III		Email		Number of Planned Rental Days	BOOT #
					SOLE LENGTH
					DIN
					TECH INT



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

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 OR GUARDIAN INITIALS

Acknowledgment and Assumption of Risk: I understand that all types of snowsports activities, including alpine skiing, cross-country skiing, snowboarding, and snowshoeing, are inherently hazardous activities that present the risk of serious injury or death to the participant during engagement in such activities. Trail conditions may change because of weather, trail use, and natural and human made obstacles, including the presence of other persons. Participants are solely responsible for their speed and direction at any given time. Enrollment in lessons shall not be deemed, in any way, to eliminate the inherent risk in skiing or snowboarding. All participants may also ride surface lifts, conveyor lifts, and chair lifts, which also present risks of serious injury or death.

In consideration of the privilege of using the equipment, slopes, and facilities of Dodge Ridge Corporation (hereinafter Dodge Ridge) and of participating in lessons offered by Dodge Ridge, I freely and voluntarily assume all of the foregoing risks of injury or death for myself and the minor on behalf of whom I am signing this document in my capacity as parent or guardian of said minor.

Part I – Rental of Skis, Boots, Poles, Helmet and/or Other Equipment: I understand that the alpine ski-binding-boot system will not release or retain at all times or 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. I further understand that, although the ski-binding-boot system may reduce the risk of certain injuries to the skier's lower leg, it likely cannot protect the knee or any other part of the skier's body. For myself and the minor on behalf of whom I am signing this document in my capacity as parent or guardian of said minor I freely and voluntarily assume such risks.

I understand that the snowboard-boot binding system is not designed to release during use or in falls or impact and is therefore no guarantee of safety. For myself and the minor on behalf of whom I am signing this document in my capacity as parent or guardian of said minor I freely and voluntarily assume such risks.

I understand and agree that no helmet can protect the wearer against all foreseeable impacts to the head, and that skiing and snowboarding can expose the user to forces that exceed the limits of protection offered by this helmet. I also understand that this helmet does not guard against injury to the neck, spine or any other part of my body, and that these limitations are inherent risks of any activity in which this helmet will be used.

I agree that this 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 the only person who will be using this helmet is myself or the minor on behalf of whom I am signing this document in my capacity as parent or guardian of said minor.

Extended Enrollment, Rental, or Exchange: If this Agreement is for extended enrollment in lessons and/or for an extended rental or use for a period of more than one day up to the duration of the current snowsports season this Agreement and all of the terms and conditions contained in it shall apply to each lesson, rental, or use. Likewise, if during any lesson and/or any part of the rental or use period I, or the minor child on behalf of whom I am signing this Agreement, exchange the equipment originally issued for another brand, type, or category, I understand that, unless I am asked to sign a new agreement, this Agreement and all its terms and conditions will continue to apply to the exchanged equipment for the duration of the rental or use period.

Instruction and No Warranties: I agree that I have received instructions in the use of each of the items of equipment listed on this form and have received satisfactory answers to any questions I may have regarding the use and function of this equipment. If I feel the equipment is not functioning properly, I will stop using it and have it inspected, repaired or readjusted by 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.

Part II – Instruction (Lessons): The following additional terms and conditions apply if this Agreement includes the purchase of lessons from Dodge Ridge. I understand and agree that all the risks of physical injury and property damage inherent in snowsports activities mentioned above apply equally to participants who are taking lessons notwithstanding the presence of an instructor. I also understand that, as a participant in lessons, I or the minor on behalf of whom I am signing this form, am responsible for my conduct, including the speed and direction of my skiing or snowboarding, during the lessons. If the lesson or lessons purchased extend beyond one day, I understand and agree that the terms of this Agreement shall apply to all such lessons for the current snowsports season.

Part III – Miscellaneous: I authorize Dodge Ridge to administer first aid and summon medical care for me or the minor on whose behalf I am signing this form and/or to transport me or the minor to an appropriate medical facility to receive medical care if in the opinion of Dodge Ridge such first aid or medical care is necessary. I agree that upon delivery of me or the minor to the medical facility, Dodge Ridge shall have no further responsibility for me or the minor. Further, I agree to pay the full cost of all such transportation and medical care and to indemnify and hold Dodge Ridge harmless for such costs.

I understand that Dodge Ridge may photograph or otherwise record my image and/or voice, or the voice and/or image of the minor on behalf of whom I am signing this form, for use in Dodge Ridge's publicity, marketing and sales activities. In consideration of the privilege of using the equipment, slopes, and facilities of Dodge Ridge and without further compensation, I hereby authorize Dodge Ridge to make, use, and disseminate such photographs and recordings.

Severability and Choice of Law and Forum: If any part of this Agreement is found to be unlawful or unenforceable, the remaining parts shall continue in effect and shall be fully enforceable. This Agreement shall be interpreted and enforced under California law. Any litigation to enforce or challenge the validity of this Agreement shall be commenced in the courts of the County of Tuolumne, State of California.

PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY BEFORE SIGNING. IT INCLUDES THE FOLLOWING WAIVER OF CLAIMS AND RELEASE OF LIABILITY:

FOR MYSELF AND FOR ANY MINOR ON BEHALF OF WHOM I AM SIGNING THIS AGREEMENT INCLUDING HEIRS, ASSIGNS, AND ANYONE CLAIMING THROUGH ME OR SAID MINOR, I HEREBY WAIVE ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND WHATSOEVER AGAINST DODGE RIDGE CORPORATION, ITS OFFICERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (HEREINAFTER COLLECTIVELY CALLED 'DODGE RIDGE') ARISING OUT OF AND RELATED TO MY OR SAID MINOR'S ENGAGEMENT IN SNOWSPORTS ACTIVITIES AT DODGE RIDGE AND THE USE OF THE EQUIPMENT AND FACILITIES AND LESSONS CONTRACTED FOR IN THIS AGREEMENT. FURTHER, I HEREBY RELEASE AND AGREE TO DEFEND, INDEMNIFY, AND HOLD DODGE RIDGE AND THE MANUFACTURERS, SUPPLIERS AND DISTRIBUTORS OF THE EQUIPMENT USED UNDER THIS AGREEMENT HARMLESS FROM LIABILITY FOR ALL SUCH CLAIMS AND CAUSES OF ACTION INITIATED BY ANY PERSON OR ENTITY.

I represent that I am at least 18 years of age. If the User/Participant is a minor I represent that I am the parent or guardian of the minor. The term "guardian" means I am either the legal guardian of the minor or, if not, that I am the adult who accompanied the minor to Dodge Ridge for the purpose of the minor's engaging in snowsports and that I take full responsibility for said minor as if I were the duly appointed legal guardian.

PARENT/GUARDIAN SIGNATURE		DATE	PRINT FIRST/LAST NAME
USER/ PARTICIPANT SIGNATURE		DATE	
(18 OR OVER)		PARENT/GUARDIAN ADDRESS	PARENT/GUARDIAN PHONE NUMBER