

RENTAL FORM

Return equipment at 4 pm for day rental and 9 pm for night rental



Office use only:

SKI # _____

BOOT# _____

Date Out: _____ Date Due: _____

Multi-week Program Dates Below. Office use only:

Name: _____ shoe size - _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____

User Weight: _____ lbs. User Height: _____ ft. _____ in.

User Birth Date: ____/____/____ User Age: _____

Vehicle make/model/color of the one you came in:

_____ Information for emergencies

Downhill Skiing Skier Type:

Circle One
See chart for help

I II III

Snowboard

Stance: (circle one)

Regular Goofy

Acknowledgement of Personal Information & Equipment Instructions

I have accurately represented the above listed information and it is true and correct. I will not use any of the equipment to be provided to me during this transaction until I have received instruction on its use and I fully understand its use and function. I agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment agree with the number appearing in the visual indicator windows of the equipment to be listed on this form.

Sole Length & Synchro # (Downhill Skiing): _____ / _____

Visual Indicator Settings Left Toe: _____ Right Toe: _____

Technician's Signature X _____

User's Signature X _____

Parent/Guardian's Signature (IF USER IS A MINOR (UNDER 18) PARENT/GUARDIAN MUST SIGN BELOW.

Parent Guardian's Signature X _____

SEE REVERSE SIDE

EQUIPMENT RENTAL & EXPRESS ASSUMPTION OF RISK AGREEMENT

I accept for use AS IS the equipment listed on this form and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the **replacement at full value** of any equipment rented under this form, but not returned to the shop in its original condition for any reason. I agree to return all rental equipment by the agreed date and time.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing, the binding system **will not release or retain** at all times or under all circumstances where **release or retention** may prevent injury or death. Nor is it possible to predict every situation in which it will release or retain and it is, therefore, no guarantee of safety to any portion of the user's body.

If Snowboard equipment is being furnished, I understand that these systems are not designed nor intended to release in the event of a fall or other type of accident, that it functions differently from typical alpine equipment and that the use does not protect against nor reduce the risk of injuries to any part of the user's body.

O.R.S. 30.970 provides that the "Inherent Risks of Skiing" includes, but is not limited to, those dangers or conditions which are an integral part of the sport, such as changing weather conditions, variations or steepness in terrain, snow or ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, rocks, stumps, lift towers and other structures and their components, collisions with other skiers and a skier's failure to ski within the skier's own ability.

In consideration of the rental of equipment and the use of Hoodoo Ski Area Developers, Inc.'s premises and facilities, I agree to not make any claim nor bring any suit for any damages, injury or death which I or the below named minor may suffer, against Hoodoo Ski Area Developers, Inc., its officers and directors, owners, agents, landowners, affiliated companies, employees and the manufacturers and distributors of rental equipment (hereinafter "Hoodoo") wherein one or more of the "Inherent Risks of Skiing" constitutes a substantial factor in causing the damage or harm. I agree that this Express Assumption of Risks Agreement is binding upon me, a minor if I am signing on his or her behalf, my heirs, guardians, assigns and legal representatives.

This agreement is governed by applicable Oregon law. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT. THIS INCLUDES, BUT IS NOT LIMITED TO: THE "INHERENT RISKS OF SKIING" UNDER O.R.S. 30.970 AND THE EXPRESS ASSUMPTION OF RISKS. I UNDERSTAND AND AGREE THAT THE EXPRESS ASSUMPTION OF RISKS PROVISION WILL PREVENT THE UNDERSIGNED AND/OR THE MINOR NAMED BELOW FROM RECOVERING DAMAGES FROM HOODOO IN THE EVENT OF DEATH OR INJURY TO PERSON OR PROPERTY IF ONE OR MORE OF THE "INHERENT RISKS OF SKIING" CONSTITUTES A SUBSTANTIAL FACTOR IN CAUSING THE DAMAGE OR HARM. THE UNDERSIGNED, NEVERTHELESS, ENTERS INTO THIS AGREEMENT FREELY AND VOLUNTARILY AND AGREES THAT IT IS BINDING UPON ME, A MINOR IF I AM SIGNING ON HIS OR HER BEHALF, MY HEIRS, ASSIGNS AND LEGAL REPRESENTATIVES.

USER'S NAME (Print): _____

USER'S SIGNATURE X _____ **DATE** _____

IF USER IS A MINOR (UNDER 18), PARENT/GUARDIAN MUST SIGN BELOW.

PARENT/GUARDIAN: I verify that I am the parent/guardian and/or have the authority to enter into this agreement on behalf of the above named minor. I agree to be bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minor's use of this equipment. I agree to indemnify and hold harmless Hoodoo from any claim brought by or on behalf of the minor if the "Inherent Risks of Skiing" constitutes a substantial factor in causing the damage or harm alleged in the claim.

PARENT/GUARDIAN'S

SIGNATURE X _____ **DATE** _____