



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

Name: Last _____ First _____ M.I. _____
 Street _____
 City _____ State _____ Zip _____
 Phone # _____ Driver's Lic# _____
 E-Mail Address _____
 Your Weight _____ Lbs. Your Height _____ ft. _____ in. Age _____

Downhill Skiing
Skier Type: (check one)
 I II III

Snowboard
Stance: (check 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.

Equipment User's Signature: _____ Parent/Guardian Signature (if required): _____

Boot I.D.# _____ Sole Length & Synchro # (Downhill Skiing): _____ / _____
 Ski/Snowboard/SnowBlade I.D.# _____ Pole Code: _____

Visual Indicator Settings	<table border="1"> <tr> <td>Left Toe</td> <td>Right Toe</td> </tr> <tr> <td>Left Toe</td> <td>Right Toe</td> </tr> </table>	Left Toe	Right Toe	Left Toe	Right Toe	Equipment Subtotal: \$ _____
Left Toe	Right Toe					
Left Toe	Right Toe					
Technician's Signature: _____		Equipment Damage Protection: \$ _____				
		Total: \$ _____				

RENTAL AGREEMENT AND RELEASE OF LIABILITY

I accept for use **AS IS** and without any warranties, express or otherwise, any equipment, including but not limited to skis, snowboards, helmets and related equipment (the "equipment"), I rent from Homewood Mountain Resort ("Homewood") and accept full responsibility for the care of that equipment. I have made no misrepresentations regarding my height, weight, age or skiing ability.

I understand that alpine ski equipment forms part or all of a ski-boot-binding system which will **NOT RELEASE OR RETAIN** at all times or under all circumstances where release or retention may prevent injury, that it is not possible to predict every situation in which it will or will not release, and that its use cannot guarantee my safety. I understand that with snowboards, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

I understand that no helmet can protect the user from all foreseeable impacts or injury. However, for maximum protection, the helmet must fit snugly and the retention system must be fastened securely at all times. If the helmet experiences an impact, please return it and notify the rental shop immediately.

I understand and am aware that skiing and snowboarding are **HAZARDOUS** activities. I understand that my involvement in these activities, including my participation in ski school programs, races and other special events, my presence at Homewood, and my use of Homewood's facilities and equipment, including chairlifts or similar devices, involves a risk of injury or death. I hereby agree to freely and expressly **ASSUME AND ACCEPT ANY AND ALL SUCH RISK OF INJURY OR DEATH** regardless of cause, to the fullest extent allowed by law.

I agree to forever **RELEASE, DEFEND, INDEMNIFY and HOLD HARMLESS** Homewood, the equipment manufacturers and distributors, and their owners, agents, partners and employees from any and all liability, and **NEVER TO SUE** these entities/persons, for injuries, damages or death to myself or to any other person arising out of my use of any equipment I rent from Homewood, my presence at Homewood, my use of Homewood's facilities, or my participation in ski school programs, races and other special events, whether based upon breach of warranty, **NEGLIGENCE** or any other legal theories, to the fullest extent allowed by law.

This document is a legally binding contract which is intended to provide as comprehensive and broad a release of liability, indemnification and express assumption of risk agreement as is legally possible, but it is not intended to assert any claims or defenses which are prohibited by law. If any portion of this agreement is deemed unenforceable, the remainder shall be given full force and effect.

I have carefully read this **RENTAL AGREEMENT AND RELEASE OF LIABILITY** and fully understand its contents. I agree that this agreement is binding upon my legal representatives and heirs.

Signature of User _____ Date: _____
(A parent/guardian must sign below for users under the age of 18)

I, _____, as the parent/guardian of this minor, have the authority to enter into this Agreement on behalf of said minor and on behalf of any other parent/guardian of said minor. I have read this contract, understand its contents, and agree on behalf of said minor and my own behalf to the terms and conditions in this contract.

Signature of parent/guardian _____ Date: _____