

**HOMEWOOD SKI AND SNOWBOARD SCHOOL  
RENTAL EQUIPMENT AGREEMENT AND RELEASE OF LIABILITY**

**THIS IS A RELEASE OF LIABILITY. READ AND UNDERSTAND IT BEFORE SIGNING.**

1. I and/or the user of this equipment (collectively, "I," "me," or "my") accept "as is" the equipment listed on this form (the "equipment"). I accept full responsibility for the care of the equipment while it is in my possession. **If I do not return the rental equipment by the date agreed upon, I will pay the additional daily rental fees. I agree to pay for actual damages to the equipment, other than reasonable wear resulting from use. No refunds. Rental equipment is nontransferable.**
2. I understand that rent for equipment is charged for the full time it is in my possession, even if the equipment is unused for all or part of such period. Late returns for any reason, including inclement weather shall not be an exception to this provision.
3. I acknowledge that I fully understand the use and function of the equipment. I have made no misrepresentation to Homewood or its rental shop employees with regard to any information related to the rental and/or use of the equipment.
4. I understand that skiing, snowboarding, other winter sports activities, instruction in those activities, and the use of the equipment (collectively, "activities") can be dangerous and involve risks of injury or death. Despite the risks involved and in consideration for being allowed to rent the equipment and participate in the activities, **I AGREE TO EXPRESSLY ASSUME ALL RISK OF INJURY OR DEATH** which might be associated with my use of the equipment and participation in the activities, as well as use of the facilities at Homewood, including but not limited to, use of the equipment, terrain parks, chairlifts, participation in instruction, racing, special events, and traveling beyond the ski area boundary (collectively, "use of the facilities").
5. To the fullest extent allowed by law, **I AGREE NEVER TO SUE AND TO RELEASE FROM LIABILITY** Homewood Mountain Resort, Homewood Village Resorts, LLC, Homewood Operations Management, LLC, JMA Ventures, LLC, The United States Of America, Department Of Agriculture, Forest Service, and their owners, investors, officers, directors, managing agents, employees, agents, landowners and affiliated companies (collectively, "Homewood") for any damage, injury or death to me arising from my participation in the activities or use of the facilities, regardless of cause, including the alleged **NEGLIGENCE** of Homewood.
6. I understand this **RELEASE OF LIABILITY IS VALID FOREVER** and that it is binding upon and will prevent me or any heirs from filing suit or making any claim for damages in the event of injury or death to me. Additionally, in the event that I, any legal representative, or any other person acting on my behalf files a claim or a lawsuit arising out of my participation in the activities or use of the facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Homewood for any damages, attorney's fees or costs arising out of such a claim or a lawsuit. With a full understanding of this Agreement, I nevertheless enter into it freely and voluntarily.
7. I understand this agreement is severable and if any clause is found invalid, the balance of the agreement will remain in effect, valid, and enforceable. I agree that any action must be brought in the County of Placer, State of California or, in a court of competent jurisdiction in the State of California. Disputes will be determined under the laws of the State of California.
8. **HELMETS:** I understand that no helmet can protect me 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, it must be returned to the rental shop for inspection.
9. **SKI BINDINGS:** I understand that the ski/boot/binding system is designed to reduce the risk or degree of injuries but will not release at all times or under all circumstances, nor is it possible to predict every situation in which it will release, and is, therefore, no guarantee of my or the user's safety. I verify that the visual indicator settings recorded on this form agree with the numbers appearing in the visual indicator windows of the equipment listed on this form.
10. **SNOWBOARDS:** I understand that the snowboard/boot/binding system is not designed to release as the result of forces generated during ordinary use, and is, therefore, no guarantee of user's safety. I verify that the snowboard provided for use is equipped with a leash/retention device. I agree that it is my responsibility to use this device to prevent runaway equipment and further that if the snowboard I am using is loose on the slopes.

Signature of User \_\_\_\_\_ DATE \_\_\_\_\_

Prospective renters under the age of 18 years are required to have a parent or legal guardian read and also sign, verifying that the parent/legal guardian and prospective renter have read and understand this agreement and agree to be bound by its terms.

Print Name of Parent/Legal Guardian \_\_\_\_\_ RELATION \_\_\_\_\_

Signature of Parent/Legal Guardian \_\_\_\_\_ DATE \_\_\_\_\_

**HOMEWOOD MOUNTAIN RESORT  
SKI/SNOWBOARD SCHOOL MEDICAL RELEASE AND PERMISSION TO TREAT A MINOR**

I, \_\_\_\_\_, the undersigned parent or legal guardian of \_\_\_\_\_, a minor, do hereby authorize and consent to any x-ray examination, magnetic resonance imaging (MRI) examination, anesthetic, medical, or surgical diagnosis rendered under the general or special supervision of any member of the medical staff and emergency room staff licensed under the provisions of the Medical Practice Act or a dentist licensed under the provisions of the Dental Practice Act and on the staff of any acute general hospital holding a current license to operate a hospital from the State of California Department of Public Health. I understand that I give this authorization in advance of any specific diagnosis, treatment, or hospital care being required but is given to provide authority and power to render care which the a physician in the exercise of his or her best judgment may deem advisable. I understand that effort will be made to contact me prior to rendering treatment to the patient, but that any of the above treatment will not be withheld if I cannot be reached. This authorization is given pursuant to the provision in Section 25.8 of the Civil Code of California.

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_