SAMPLE

CASHIER # _____

MT. SPOKANE

29500 N. Mt. Spokane Park Dr.
Mead, WA 99021
238-2220

DATE _____

☐ SNOW SPORTS
☐ RENTALS

RELEASE FORM

PLEASE FILL IN SHADED SECTIONS - DON'T FORGET TO INITIAL & SIGN!

LAST NAME

FIRST NAME M.I. AGE

HOME ADDRESS STREET

CITY STATE ZIP

HOME PHONE EMAIL

IS GUEST RENTING? ☐ YES ☐ NO WHAT? ☐ SKI ☐ SNOWBOARD ☐ LESSON ☐ LIFT

HEIGHT _____ WEIGHT _____ SHOE SIZE _____ FOOT FORWARD RT LT

SKIER/BOARDER TYPE ☐ I ☐ II ☐ III

This damage waiver applies to equipment breakage only, not lost, misplaced or stolen equipment. If the damage waiver is accepted, the shop will absorb the cost of repairing any damaged equipment; however, any lost, misplaced or stolen equipment shall be replaced by the renter.

(Please initial) $3.00 Fee Accepted_____ Decline_____

MT. SPOKANE USE ONLY

Lessons: ☐ Beginner ☐ Advance Beginner ☐ Private

Program Name

Multiweek: Session #:

Dates:

			EMP. INITIALS
Boots, Skis			
Boots, Snowboard			
Skis			
Snowboard			
Poles			
Helmet			

L R Visual Indicator Settings
TOE HEEL

SKIER CODE	DIN SETTING

SUBTOTAL _____

DAMAGE WAIVER _____

BALANCE DUE _____

☐ CASH ☐ CHECK ☐ VISA
☐ MC ☐ AMEX ☐ DISCOVER
☐ _____

Technician's Signature

I have made no misrepresentations to Mt. Spokane in regard to my height, weight, age or skier type.

X _____ X _____ _____
User's Initial **Parent or Guardian Initial (if required)** **Date**

MT. SPOKANE RENTAL DEPARTMENT RELEASE

PLEASE READ CAREFULLY BEFORE SIGNING–DO NOT SIGN UNTIL YOU RECEIVE YOUR EQUIPMENT

1. I accept for use **AS IS** the equipment on this form, and accept full responsibility for the care of the equipment while it is in my possession.
2. I will be responsible for the replacement at full retail value of any equipment rented under this form, but not returned to the shop.
3. I agree to return all rental equipment by the agreed date in clean condition to avoid any additional charges.
4. I understand that skiing and snowboarding are **HAZARDOUS** sports which presents risks of injury or death and I freely and voluntarily assume those risks.
5. I understand that the **ski-binding-boot system** will not release at all times or under all circumstances where release may prevent injury to any part of the skier's body, nor is it possible to predict every situation in which it will release and it is, therefore, no guarantee of safety to any portion of my body.
6. I understand that the **snowboarding binding system** is **NOT DESIGNED NOR INTENDED TO RELEASE** in the event of a fall or other type of accident and that it functions differently from typical alpine ski bindings. I also understand that the risks snowboarding presents to me and others may be reduced by taking snowboarding lessons, by following "Your Responsibility Code" which is posted at most ski areas, and by using common sense. I further understand that a leash or other runaway prevention system should be used with this equipment at all times, including while riding lifts, in order to reduce the risk of injuries to others.
7. I have received instructions in the use of this equipment 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 a qualified technician.
8. To the fullest extent allowed by law, I hereby agree to **RELEASE, INDEMNIFY AND HOLD HARMLESS** the ski shop and all manufacturers and distributors of this equipment, and their owners, agents, employees, from any and all liability for damage, injury or death to myself or to any other person or property which may result while using this equipment, and that I waive any right to present any legal claim or suit against these persons, whether based upon negligence, breach of warranty, strict products liability or other legal theories.
9. I accept this equipment AS IS and without any warranties, express or otherwise.
10. This document is a **LEGALLY BINDING CONTRACT** which supersedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability, but is not intended to assert any claims or defenses which are prohibited by law. If any part of this contract is deemed unenforceable, all other parts shall be given full force and effect. The specific rights of the parties may vary from state to state.

_____ I HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS OF THIS WARNING AND LIABILITY RELEASE AGREEMENT. PLEASE INITIAL

MT. SPOKANE SNOW SPORTS CENTER RELEASE

I understand and accept the fact that alpine skiing, snowboarding and all other various forms of snow play are hazardous sports that have many dangers and risks. I realize that injuries are a common and ordinary occurrence of these sports. I agree, as a condition of being allowed to use the ski area facility and premises, that I freely accept and voluntarily assume all risks of personal injury or death or property damage, and release Mt. Spokane Ski Area, Mt. Spokane Snow Sports Center, its agents, employees, directors, officers, and shareholders from any and all liability for personal injury or property damage which results in any way from my negligence, conditions on or about the premises and facilities, the operations of the ski area including, but not limited to, grooming, snow making, ski lift operations, actions or omissions of employees or agents of the area, or my participation in skiing or other activities at the area, accepting myself, the full responsibility for any and all such damage or injury of any kind which may result. I also agree to RELEASE, HOLD HARMLESS, and INDEMNIFY Spokane 2000, its Directors and Officers, The Mt. Spokane Ski Area, the Mt. Spokane Snow Sports Center, and any of their employees, agents, contractors, subsidiaries, officers and owners from all claims for any injury or damage resulting from any cause, including negligence which arises out of participating in or travel to and from Mt. Spokane Snow Sports Center. This release is also binding as to any other persons, including all family members, heirs, and executors. If I am signing on behalf of a minor, I recognize that I may not release any claims the minor may have. However, I accept full responsibility for all medical expenses incurred as a result of the minor's participation in or travel to and from Mt. Spokane Snow Sports Center. I also agree to HOLD HARMLESS and INDEMNIFY Mt. Spokane 2000, its Directors and officers, and the Mt. Spokane Snow Sports Center for claims brought by or on behalf of the minor. This release does not apply to gross negligence or intentional acts.

CONSENT TO MEDICAL TREATMENT OF MINORS

I hereby authorize any duly authorized doctor, emergency medical technician, registered ski patroller, hospital or other medical facility to treat any minors that are listed on this application form as passholders, for the purpose of attempting to treat or relieve any injuries received while being transported to or from Mt. Spokane Ski Area or while at Mt. Spokane Ski Area. I authorize any licensed physician to perform any procedure which he/she deems advisable in attempting to treat or relieve any injuries and/or related unhealthy conditions of said minor that he/she may encounter during any necessary operation. I consent to the administration of anesthesia as deemed advisable by any licensed physician. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume any such risk on the behalf of myself and said minor. I acknowledge that no warranty is being made as to the results of any treatment also consent to, and accept full financial responsibility for, any form of emergency transportation and care deemed appropriate by the Mt. Spokane Ski Patrol.

If for religious or personal reasons you object to treatment please initial here. ☐

Student Signature _____ Date: _____

Parent or Guardian Signature _____ Date: _____
(Required if under 18 years of age)