

GROUP: _____

NEW BLACKJACK, LLC SKI OR SNOWBOARD RENTAL AGREEMENT



Name _____ Date _____

Street Address _____

City _____ State _____ Zip _____ Phone _____

To be completed by Ticketing and Rental Staff.

Ticket:	
Skis, Boots, Poles	
Snowboard Package	
Helmet	
Boots Only	
Skis Only	
Poles Only	

DO NOT FILL OUT.

Lesson	
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TOTAL PAID	
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BOOTS	
Size	
Length	
Boot #	
Initial	

SKIS	
Setting	
Initial	

BOARD	
Length	
ID	
Initial	

HELMET ID	
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Shoe Size: _____

Height		Weight	
Age		Gender (circle)	M F
Have you ever skied before?		Y	N
Have you ever snowboarded before?		Y	N

SNOWBOARD ONLY	
Which Foot Forward? (circle)	LEFT RIGHT

SKI RENTAL ONLY		
Skiing Type	Description	Please Check One
TYPE I	*Ski conservatively *Prefer Slower Speeds *Prefer easy, moderate slopes *Favor lower than average release/retention settings. This corresponds to an increased risk of inadvertent binding release in order to gain increased releasability in a fall. *Type 1 settings apply to entry-level skiers uncertain of their classification.	
TYPE II	*Ski moderately *Prefer variety of speeds *ski on varied terrain including difficult trails. *All skiers who do not meet ALL the descriptions of either Type I or Type III	
TYPE III	*Ski aggressively *Normally ski at high speeds *Prefer steeper and more challenging terrain *Favor higher than average release/retention settings. This corresponds to decreased releasability in a fall in order to gain a decreased risk of inadvertent binding release.	

A. EQUIPMENT RENTAL AGREEMENT

I accept for use in its AS IS condition the equipment listed on this form and accept full financial responsibility for its care while it is in my possession. I will be responsible for the replacement, at full retail value, of any equipment rented under this agreement which is not returned. I agree to return all rental equipment on the agreed date, in clean condition, to avoid additional charges.

I have made no misrepresentations to NEW BLACKJACK, LLC, in regard to my height, weight, age or skiing ability. The instructions on the use of my rental equipment were made clear to me and I fully understand the function of my equipment. I agree the equipment will be used for the purpose of skiing at NEW BLACKJACK, LLC, only. I agree there are no warranties, expressed or implied, which have been made to me concerning the equipment.

SIGNATURE **X** _____

B. RELEASE OF LIABILITY

I understand there are risks, dangers and hazards associated with the sport of skiing for which this equipment is to be used, including downhill skiing, snowblading and snowboarding, which may result in serious personal injury or death and that injuries are a common and ordinary occurrence. Risks include, but are not limited to, changes in terrain, weather and snow surfaces, ice, moguls, bare spots, debris, fences, posts, trees, lift equipment and towers, light poles, signs, buildings, roads and walkways, ramps, padded and non-padded barriers, jumps and other terrain features both in and out of the terrain park, grooming equipment, collisions with other persons, improperly-adjusted or malfunctioning equipment, and other natural and man-made hazards. I acknowledge that the risks in the sport of skiing can be greatly reduced by taking lessons, abiding by the Skier Responsibility Code (known as Your Responsibility Code), and using common sense.

I understand the ski boot/binding system which I have rented is designed to reduce the risk of certain injuries to the lower leg. It will not release at all times or under all circumstances where a release may prevent injury, nor is it possible to predict every situation in which it will release. I understand the boot/binding system will not reduce the risk of injury to my knees or other parts of my body. I further understand the boot/binding system does not have a backward release capability and will not release or protect any part of my body in the event of a backward fall. I understand that the boot/binding system on snowboards and snowblades WILL NOT RELEASE during use, nor is it designed or intended to release as a result of forces during ordinary operation. I therefore understand the boot/binding system I have rented CANNOT GUARANTEE MY SAFETY.

In consideration of the rental of the equipment to me by NEW BLACKJACK, LLC, I RELEASE AND FULLY DISCHARGE NEW BLACKJACK, LLC, its owners, officers, shareholders, agents and employees (collectively the "NEW BLACKJACK, LLC, RELEASEES") from any liability resulting from any personal injury to myself, including death, or damage to my property which is caused by the BREACH OF ANY EXPRESS OR IMPLIED WARRANTY or the NEGLIGENCE ACT OR OMISSION of any NEW BLACKJACK RELEASEE, including any NEGLIGENCE ACT OR OMISSION in:

- the selection, installation, adjustment, inspection, maintenance, repair or rental of the equipment;
- instructions given or not given to me concerning the equipment or its use;
- the design, layout, location, construction, inspection, maintenance or repair of trails, ski runs, slopes, ramps, jumps and other terrain features both in and out of the terrain park;
- grooming, snow-making, the operation of chair-lifts and surface lifts, and chair-lift and surface-lift loading and unloading operations;
- padding or non-padding of natural and man-made obstacles and hazards;
- posting or failure to post warnings, signs, fences or other cautions or barriers;
- classification and labeling of trails and ski runs; or
- maintaining or modifying variations in the surface, steepness and pitch of trails, ski runs, slopes, ramps, jumps and other terrain features.

I accept full responsibility for any injury or damage which may result from use of the rental equipment, and I hereby **HOLD HARMLESS** the NEW BLACKJACK, LLC RELEASEES for any injury or damage sustained by me, including death, while using the rental equipment. I agree not to bring any action or suit against any NEW BLACKJACK, LLC RELEASEE for any injury or damage.

In accordance with Wisconsin law, nothing in this Release of Liability should be construed as releasing, discharging or waiving any claims I may have for reckless or intentional acts on the part of any NEW BLACKJACK, LLC RELEASEE.

In the event I am signing as a parent or guardian of a minor, I represent I have full authority to do so, realizing this Release of Liability is binding upon the minor as well as myself.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE NEW BLACKJACK, LLC ITS OWNERS, OFFICERS, SHAREHOLDERS, AGENTS OR EMPLOYEES FOR CERTAIN CLAIMS.

CAUTION: READ BEFORE SIGNING!
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!

Renter's Signature: **X** _____ Date: _____

Parent's or Legal Guardian's Signature*: **X** _____ Date: _____

*Parent or Guardian signature must accompany minor signature.

(updated 1/2010)

(LESSON WAIVER ON BACK)