



Elk River Snowboard and Ski, LLC
1 Soaring Eagle Dr.,
Snowshoe, WV 26209
(304) 572-2550
www.ridesnowshoe.com

SNOWBOARD EQUIPMENT RENTAL CONTRACT

Equipment User's Name Last: _____ First: _____ MI: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Local Lodging: _____ Age: _____ Height: _____ Weight: _____ Shoe _____	<table border="1"> <tr> <td>M</td> <td>T</td> <td>W</td> <td>Th</td> <td>F</td> <td>Sa</td> <td>Su</td> </tr> </table>	M	T	W	Th	F	Sa	Su
	M	T	W	Th	F	Sa	Su	
SHOP USE ONLY Equipment Numbers Board: _____ Bindings: _____ Boots: _____ Helmet: _____ W G: _____ Stance: Regular / Goofy Damage Insurance: Yes / No Tech: _____								
Equipment Needed: Snowboard/Boots <input type="checkbox"/> Snowboard Only <input type="checkbox"/> Boots Only <input type="checkbox"/> Demo Bindings <input type="checkbox"/> Helmet <input type="checkbox"/> Wrist Guards <input type="checkbox"/> Dates Equipment Needed: 1st Day: _____ Last Day: _____ Damage Insurance: YES NO (\$2/day or \$4/day for demo equipment) DOES NOT COVER THEFT OR LOSS								
Equipment Security Info: Driver's License # _____ State: _____ Credit Card: Visa or MC Card # _____ Expiration Date: _____ Security Code # (3 digits): _____								

SNOWBOARD EQUIPMENT DEMO/RENTAL, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT BY SIGNING THIS AGREEMENT YOU MAY WAVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

TO The Burton Corporation and any and all other manufacturers ("Burton/Manufacturers") and The Retail Shop ("Retailer"), and their owners, officers, directors, agents, employees and/or representatives:

ASSUMPTION OF RISK/ WARNING: I am aware that snowboarding involves certain inherent risks, dangers and hazards which can result in serious personal injury or death. I am also aware that **SNOWBOARD BOOT/BINDING SYSTEMS ARE NOT DESIGNED OR INTENDED TO RELEASE**. I hereby freely agree to assume and accept any and all known and unknown risks of injury while using this equipment. I further recognize that the risks inherent in the sport of snowboarding can be greatly reduced by taking lessons, riding within my abilities and using common sense at all times.

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration of the loan or rental to me of the listed snowboard equipment, I hereby agree, to the fullest extent permitted by law, as follows:

- 1. TO ACCEPT FOR USE AS IS,** the equipment described in this Agreement, and to keep it in my possession at all times;
- 2. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Burton/Manufacturers and/or Retailer;
- 3. TO RELEASE** Burton/Manufacturers and/or Retailer from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my use of the equipment described in this Agreement, due to any cause whatsoever, **including negligence or breach of contract** on the part of Burton and/or

Retailer in the design, manufacture, selection, installation, maintenance or adjustment of the equipment.

ARBITRATION: In further consideration of the loan or rental to me of the listed snowboarding equipment, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against Burton/Manufacturers and/or Retailer arising from any use of the listed snowboarding equipment. The arbitration shall be pursuant to the rules of the American Arbitration Association. The submission to the American Arbitration Association shall be unlimited and the arbitration award may be enforced by any Court of competent jurisdiction. Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in Burlington, Vermont, unless otherwise mutually agreed to by all the parties.

BINDING EFFECT OF AGREEMENT: In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.

OBLIGATION FOR EQUIPMENT: I agree to be responsible for any and all damage to the equipment loaned or rented to me and authorize you to charge any damage or unreturned equipment to my credit card.

ENTIRE AGREEMENT: In entering into this Agreement, I am not relying upon any oral or written representations other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE BURTON/MANUFACTURER AND /OR RETAILER.

 Signature & Date of User of Equipment

 Signature & Date of Parent or Guardian if User Under the Age of Majority

Add me to the E-mail Special list _____