BRIAN HEAD RESORT, INC.
329 South Highway 143; PO Box 19008
Brian Head, Utah 84719-0008
435-677-2035

Date Out _____ Date Due _____

Please Print Clearly
(Shaded areas for shop use only)

Total Rental Days _____

Name: Last _____ First _____ MI ___

Street _____

City _____ State _____ Zip _____

Phone # _____ Local Accommodations

Your Weight _____ LBS. Your Height ___ ft. _____ in. Age _____

Damage Waiver Accepted
Yes ____ Initial No ____ Initial

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

Snowboard
Stance: Goofy ☐ Regular ☐
Boot size _____
Snowboard length _____
Snowboard No. _____
Helmet Yes ___ No ___ Inv. No. _____
Tech. _____ Cust. Initial _____

Skis
Boot Size _____
Sole Length _____ mm
Inv. No. _____
Skier Code _____
Helmet Yes ___ No ___ Inv. No. _____
Poles _____

Visual Indicator Settings
L Toe | R Toe
L Heel | R Heel
Tech. _____ Cust. Initial _____

LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. In consideration of the rental, I agree as follows:

I promise to return the rented equipment clean and undamaged by the agreed time and date. I will pay for any repair, cleaning or replacement at the full retail rate as determined by Brian Head as well as for the full rental value of any additional days.

I understand how this equipment works and have received satisfactory instructions. I agree to check this equipment thoroughly before each use. If, at any time, the equipment does not seem to be working properly, I will stop using it immediately and return it for inspection. I understand the proper binding settings or stance depends upon the accuracy of my statements about weight, height, age, skier type and stance on this form. **I have confirmed that the binding visual indicator settings or stance on this equipment corresponds to those stated on this form. I will not change, adjust or modify the settings or stance.**

1. I understand that skiing, snowboarding, skiboarding, snowshoeing and related activities (hereafter SNOW SPORTS are HAZARDOUS and that injuries are common and ordinary occurrences during these activities. I EXPRESSLY AGREE TO ASSUME ALL RISKS of injury or death while using this equipment or participating in SNOW SPORTS, including **NEGLIGENCE** of others. I understand that a helmet designed for SNOW SPORTS use may reduce the risk of some types of injuries to the user at slow speeds, but that serious injury or death can result from both low and high energy impacts, even when a helmet is worn. I understand and agree that many risks of skiing and snowboarding may be reduced by following "YOUR RESPONSIBILITY CODE" and by using reasonable care and common sense. A leash or other runaway prevention system must be used with all rental equipment at all times.

2. **For Alpine Ski Equipment**, I understand that the ski-boot-binding system is designed to release the boot from the ski when certain forces on the system reach preset values, **but that the binding WILL NOT RELEASE OR RETAIN at all times where release or retention may prevent injury, and it CANNOT prevent all injuries. Injuries due to unwanted release or retention are inherent risks of skiing. For Snowboards, Skiboards, Snowshoes and Nordic Equipment,** I understand that these systems' bindings **WILL NOT ORDINARILY RELEASE in falls or accidents.** I understand that these systems **DO NOT PROTECT against any type of injury and that any injuries resulting from their use are inherent risks of SNOW SPORTS.**

3. To the fullest extent allowed by law, I hereby agree to **FULLY RELEASE, INDEMNIFY AND HOLD HARMLESS** Brian Head Resort Development, L.L.C., Brian Head Resort, Inc., Brian Head Resorts Ltd., Brian Head Ski Resort and all manufacturers and distributors of the rented equipment, as well as their owners, agents, officers, employees and affiliated companies (collectively "BRIAN HEAD") from any and all responsibility or liability for any injuries, damages or death resulting from my participation in SNOW SPORTS, use of the equipment or facilities at BRIAN HEAD including any NEGLIGENCE of BRIAN HEAD or breach of contract. I agree that my indemnification includes repayment of all attorneys' fees, costs, or judgments incurred by BRIAN HEAD. I accept this equipment **"AS IS"** WITH NO WARRANTIES express or implied beyond those in manufacturer's limited warranty.

4. This document constitutes the FINAL and ENTIRE AGREEMENT regarding this transaction and is intended to provide a COMPREHENSIVE RELEASE OF ALL LEGAL LIABILITY which is binding upon all parties, their heirs, and assigns, but is not intended to assert any claims or defenses that are prohibited by law. If any part of this agreement is held to be unenforceable, the remainder shall be given full force and effect. This agreement is governed by Utah law and any lawsuit filed against BRIAN HEAD must be filed in Utah.

I have read, understood and agreed to the terms of this Agreement.

_____ _____
Signature Date

Parent/Legal Guardian: I represent that I am the parent or authorized adult of the Equipment User who is under 18 years old (minor). I verify the information concerning the minor and accuracy of the visual indicators on all equipment. I agree to make all decisions and take all responsibility to educate, control and protect the minor from risks involved in SNOW SPORTS. I agree to be financially responsible for all of the minor's medical bills without right of subrogation and for the equipment. I agree to fully release and indemnify BRIAN HEAD from all claims that I may have resulting from the minor's participation or use of the equipment even if BRIAN HEAD is negligent. To the fullest extent allowed by law, I individually and on behalf of the minor have read and agree to all terms of this agreement including my and the minor's release and indemnity of BRIAN HEAD.

_____ _____
Signature of Parent/Guardian Date

_____
Print Name, Address and Phone Number