

Warning/Liability Release & Agreement Not to SUE

I have received the equipment listed on this agreement and have been instructed on its use. I verify that the personal information (height, weight, age, skier classification) on this ticket is correct. If at any time I feel the equipment is not functioning properly, I will stop using it and return it for inspection, repair or adjustments.

I understand and agree that skiing, ski boarding, snowboarding and other winter sports are HAZARDOUS activities that INJURIES from various causes are an INHERENT RISK of participating in these activities, and that, injuries to any or all parts of my body are a COMMON AND ORDINARY COCCURRENCE during these activities. I freely accept and ASSUME ALL RISKS OF INJURY OR DEATH that may occur while using this equipment.

ALPINE SYSTEMS: I have confirmed that the visual release indicators on the alpine ski bindings are the same as those designated on this ticket. I understand OR RETAIN in all situations where release or retention may prevent injury and that they therefore CANNOT GUARANTEE MY SAFETY.

SNOWBOARDS AND X-C: I understand that the binding systems on snowboards, ski boards and cross-country skis are NOT INTENDED TO RELEASE in a fall or upon impact.

To the fullest extent allowed by law, I agree to RELEASE FROM LIABILITY, and to INDEMNIFY AND HOLD HARMLESS Rossignol Ski Company, Incorporated, Quiksilver, Inc. and all other manufacturers and distributors of the equipment provided to me under this agreement, any involved winter sport area, shop or service technician, and their owners, agents, employers and employees for any injuries, damages or death related to the use of this equipment. I FURTHER AGREE NOT TO MAKE A CLAIM OR SUE FOR INJURIES OR DAMAGES RELATING TO THE USE OF THIS EQUIPMNET, whether such claim is based on NEGLIGENCE, breach of warranty, product defect or any other theory. I accept this equipment AS IS with no warranties, express or implied. These waivers and obligations extend to my heirs and assigns.

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT which supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but is not intended to assert any claims or defenses which are prohibited by law. If any part of this agreement is deemed void or unenforceable, the remainder shall be given full force and effect. The specific rights of the parties under this contract may vary from state to state.

Signature

Date

Parent, Legal Guardian or Agent