

**ARIZONA SNOWBOWL PARENTAL/GUARDIAN RELEASE OF LIABILITY,
ACKNOWLEDGEMENT OF RISK AND EQUIPMENT RENTAL AGREEMENT
FOR 2012/2013 SKI SEASON**

ACKNOWLEDGEMENT OF RISK

I understand and am aware that skiing is a HAZARDOUS activity. I understand that the sports of skiing/snowboarding and the use of ski/snowboard equipment involves a risk of injury to any and all parts of this student's body including death. I also understand that the use of ski lifts and the performance of any exercises and/or maneuvers as recommended by ski school instructors also involve the same risk of injury or death. I hereby agree to freely and expressly assume and accept any and all risks of injury or death to this student while participating in this class.

Warning: Under Arizona law, a skier accepts the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing, including changing weather conditions, existing and changing snow surface conditions, surface or subsurface conditions, whether marked or unmarked, collisions with natural or man-made objects, whether marked or unmarked and the failure of to ski/snowboard within their own abilities.

I agree that I, as the parent and/or guardian of the student identified below, to the fullest extent allowed by law, hereby will release, hold harmless, and indemnify Arizona Snowbowl Resort Limited Partnership, United States Forest Service and their successors, assigns, agents, employees, directors, officers and shareholders from any and all responsibility or liability, including negligence, for damages, injuries or death sustained by this student while skiing, and I, on my own behalf or as the parent and/or guardian, agree NOT to make a claim against or sue Arizona Snowbowl Resort Limited Partnership or United States Forest Service for damages, injuries or death relating to skiing, the use of ski equipment and/or this student's participation in this ski school class or private lesson.

I hereby agree to accept the terms and conditions of this contract. I have fully read this agreement and release of liability and fully understand its contents.

I am aware that this release of liability and a contract between myself and Arizona Snowbowl Resort Limited Partnership, and I sign it of my own free will.

It is agreed and understood that in the event of any suit or action between the undersigned and Arizona Snowbowl Resort Limited Partnership regarding this lesson or any injuries occurring at the Ski Area, the venue shall be Coconino County Superior Court only.

EQUIPMENT RENTAL WARNING AND RELEASE OF LIABILITY

By signing this release, I authorize Arizona Snowbowl to provide my minor child / or ward ("child") with ski and/or snowboard rental equipment. I understand and agree that my signature on this document is in lieu of my physical presence and signature on the rental form at Arizona Snowbowl Ski Area.

1. I understand that my child will accept for use AS IS the equipment listed on the Arizona Snowbowl's rental form, and accept full responsibility for the care of that equipment while it is in my child's possession. If equipment is damaged, I may be responsible for repair or replacement.

2. I will be responsible for the replacement at full retail value of any equipment rented under the Arizona Snowbowl's rental form, but not returned to the shop.

3. I understand and agree that if at any time my child feels the equipment is not functioning properly, he/she will stop using it and return it for inspection, repair, or adjustments.

4. I understand that my child will return all rental equipment by the agreed date in **clean condition** to avoid any additional charges.

5. I understand that my child will be aware how to use or will have receive instruction on the use of his/her equipment and fully understand its use and function.

6. I understand that my child will make no misinterpretation to the ski shop concerning his/her height, weight, age and skier type.

7. I, as the parent and/or guardian of the child, agree to hold harmless and indemnify the ski shop and its owners, agents and employees, as well as the equipment manufacturers and distributors for any loss or damage, including any that results from claims or personal injury, death, and property damage related to the use of this equipment.

8. I understand that the sports of skiing/snowboarding involve inherent and other **risks** of INJURY and DEATH. I, as the parent and/or guardian, voluntarily agree to expressly assume all my child's risks of injury or death that may result from skiing/snowboarding, or which relate in any way to the use of this equipment.

9. I understand that a **ski-boot-binding** system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release, and it is, therefore no guarantee of my child's safety. I understand that the **snowboard-boot-binding** system is not intended to release as a result of forces induced during ordinary operation, and is therefore **absolutely no guarantee of my child's safety**.

10. I, on my own behalf and as the parent and/or guardian of the child, hereby release from any legal liability Arizona Snowbowl Resort Limited Partnership and its owners, agents and employees as well as the manufacturers and distributors of this equipment from any and all liability for damage and injury or death to my child or to any person or property resulting from the selection, installation, maintenance adjustment or use of the equipment, and for any claim based on negligence, breach of warrant, contract or other legal theory, accepting myself, the full responsibility for any and all such damage, injury or death which may result.

11. This agreement is governed by the applicable law of this state. If any of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

12. I further agree and understand that if my child fails to return the rental property described in the rental agreement within seventy-two (72) hours of 5:00pm on the "Equipment Return Date" listed in the rental agreement, I may be subject to criminal prosecutions for unlawful failure to return rented property as provided in A.R.S. s 13-1806

13. **Helmet Rental:** I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to my child at slower speeds and I have informed my child to wear a helmet when on the Arizona Snowbowl property. I recognize that my child may receive serious injury or death can result from both low and high energy impacts, even when a helmet is worn and that wearing a helmet does not guard against injury to the neck, spine or any other part of the body. I agree that is the helmet is damaged or involved in any kind of accident, I have informed my child to notify an instructor of such and that my child should stop using it immediately, return it to the shop and report the accident or damage.

I, the undersigned, have read and understand this Rental & Liability Release.

Child's Name (Please Print) _____

Parent's/Guardian's Signature _____ **Date** _____