



SIPAPU RECREATIONAL DEVELOPMENT II, LLC RENTAL FORM



DATE: _____ Date Due: _____ # of Days: _____ Phone #: _____

NAME: Last _____ First _____ M.I. _____

HOME ADDRESS: _____

CITY: _____ State: _____ Zip: _____

SKIERS	
Sport Ski-full set	<input type="checkbox"/>
Child Ski-set	<input type="checkbox"/>
Blade-full set	<input type="checkbox"/>
Skis only - Shaped	<input type="checkbox"/>
High Performance	<input type="checkbox"/>
Blade	<input type="checkbox"/>
Poles only	<input type="checkbox"/>
Boots only	<input type="checkbox"/>
Weight _____ Age _____	
Height _____ Shoe size _____	
SKIER TYPE:	
I, <input type="checkbox"/>	II, <input type="checkbox"/>
III, <input type="checkbox"/>	

SNOWBOARDERS	
Snowboard & boots	<input type="checkbox"/>
High Performance SB	<input type="checkbox"/>
Boots only	<input type="checkbox"/>
Snowboard only	<input type="checkbox"/>
Regular <input type="checkbox"/> Goofy <input type="checkbox"/>	
Age _____	
Height _____	
Shoe size _____	

LIFTS	
Adult	<input type="checkbox"/>
Teen	<input type="checkbox"/>
Child	<input type="checkbox"/>
Poma/Carpet	<input type="checkbox"/>
LESSONS	
Lesson Package	<input type="checkbox"/>
Class lesson	<input type="checkbox"/>
Private Lesson	<input type="checkbox"/>

OTHER RENTALS	
Helmet	<input type="checkbox"/>
Harness	<input type="checkbox"/>
Snowshoes	<input type="checkbox"/>
Cross Country	<input type="checkbox"/>
Ski Bike	<input type="checkbox"/>
Damage Ins.(\$2.00)	<input type="checkbox"/>
Initial: _____	
Insurance applies to Breakage only.	

A credit card is required for all rentals. Deposit \$200.00

CC: Visa/MC/Disc Last 4 #'s _____

I have accurately represented the above listed information and it is true and correct. I will not use any of the equipment to be provided to me during this transaction until I have received instruction on its use and function. I agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment and ski boards equipped with bindings. I agree with the number appearing in the visual indicator windows of the equipment to be listed on this form. Lost, misplaced, stolen or abused equipment is the responsibility of the renter.

I HAVE READ THE AGREEMENT ON THE BACK OF THIS FORM RELEASING THE SHOP FROM LIABILITY. I Voluntarily agree to the terms of that agreement.

Printed name of renter _____ Signature of renter _____

Printed name of parent/legal guardian _____ Signature of parent/legal guardian _____

Emergency Contact: _____
Printed name _____ Telephone _____ Relationship _____

SHOP USE ONLY	
Boot size _____	Boot sole length _____
Visual Indicator Settings	
Right Toe _____	Left Toe _____
Right Heel _____	Left Heel _____
Ski Model _____	Ski ID _____
Technician's Signature _____	

SHOP USE ONLY	
Boot size _____	
Snowboard ID _____	
Board Model _____	
Board Inventory # _____	
Technician's Signature _____	

Equipment is due back in the shop by 4:30 pm.

EQUIPMENT RENTAL FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

1. I accept from Sipapu Recreational Development II, LLC, hereinafter referred to as Ski Company, the equipment listed on this form for use as is, accept full responsibility for its safe use and its care while the ski/snowboard equipment is in the possession of the user and agree to return such equipment by the date below in clean and good condition, ordinary wear and tear excepted. **I agree to reimburse and hold harmless Ski Company for any loss or damage resulting from the use of such equipment and to pay Ski Company the retail cost and lost rental income of all equipment that is damaged, lost or not returned.**

2. I understand and am aware that skiing/snowboarding is a **HAZARDOUS** activity. I understand that the sport of skiing/snowboarding and the use of this equipment involve risk of injury to any and all parts of the user's body. I hereby agree that I freely and expressly assume and accept **ANY AND ALL RISKS** of injury or death and **AGREE NOT TO SUE** Ski Company, the Equipment Manufacturers or Distributors for any such injury or death.

3. I understand that the ski/snowboard equipment being furnished forms a part of or all of a ski-boot-binding/snowboard-boot-binding system which **WILL NOT RELEASE** at all times or under all circumstances, and that it is not possible to predict every situation in which it will or will not release, and that its use **CANNOT GUARANTEE** the user's **SAFETY** or freedom from injury while skiing/snowboarding. I further agree and understand that this equipment system may reduce but **DOES NOT ELIMINATE** the **RISK** of injuries to the user's legs. I also agree and understand that this equipment system **DOES NOT REDUCE** the risk of injuries to the user's **KNEES OR** any **OTHER** parts of the user's body.

4. I agree that I hereby **RELEASE SKI COMPANY, THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS** from any and all responsibility or liability for personal injuries, death or damages to the user of the equipment listed on this form, or to any other person. I agree **NOT TO MAKE A CLAIM AGAINST OR SUE** Ski Company, the Equipment Manufacturers or Distributors for personal injuries, death or damages relating to skiing/snowboarding and/or the use of this equipment. I hereby **RELEASE SKI COMPANY, THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS** from any such responsibility, whether it results from the use of this equipment by the user, or whether it arises or results from any cause, including **NEGLIGENCE** of Ski Company, the Equipment Manufacturers or Distributors or any others or other liability arising out of the maintenance, selection, mounting or adjustment of this ski/snowboard equipment or the user's participation in the sport of skiing/snowboarding.

5. In consideration for being able to rent this ski/snowboard equipment, I hereby agree to accept the terms and conditions of this contract. This document constitutes the final and entire agreement between Ski Company, the Equipment Manufacturers and Distributors and the undersigned. There are **NO WARRANTIES EXPRESSED or IMPLIED**, which extend beyond the description of the ski/snowboard equipment listed on this form.

6. If user is a **MINOR**, the undersigned parent/guardian signing below represents to Ski Company, the Equipment Manufacturers and Distributors that they have the authority to enter into this contract on behalf of said **MINOR** and on behalf of any other parent or guardian of said **MINOR**, and in exchange for Ski Company, the Equipment Manufacturers and Distributors making skiing facilities and this equipment available, the undersigned **AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SKI COMPANY, THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS** from any claim for personal injury, death or property damage from said minor, even after the minor has attained majority, and to hold Ski Company, the Equipment Manufacturers and Distributors, their representatives, agents, officers, directors and employees harmless from any claim, legal action, harm, injury, damages or loss to person and/or property made on behalf of the aforementioned minor or from third parties injured by the minor.

7. In exchange for, and in consideration of, Ski Company, the Equipment Manufacturers and Distributors making this equipment and the ski area available to the user for participation in the sport of skiing, I **CONTRACTUALLY AGREE** that any and all disputes between the user and Ski Company, the Equipment Manufacturers and Distributors arising from use of this equipment or participation in the sport of skiing/snowboarding, and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF NEW MEXICO**.

8. I have made **NO MISREPRESENTATION** to the ski shop in regard to the user's height, weight, age or skier/snowboarder type.

9. I **VERIFY** that the indicators on the bindings correspond to the settings as shown on this form and that only I am responsible for choosing my skier/snowboarder type.

10. All instructions on the use of the rental equipment have been made clear to the user of the ski/snowboard equipment, and the user understands the function of the equipment.

11. I further accept responsibility for damages arising from my actions or failure to act resulting in the loss or damage to any equipment rented by me for my use or use by any person for whom I am renting this equipment. The undersigned therefore agrees to indemnify **SKI COMPANY** in the form of a security deposit of two-hundred dollars (\$200.00), which I hereby release to **SKI COMPANY** in the event of any loss, damage or destruction resulting from the actions or inactions of undersigned during the rental period of the equipment.

12. If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties.

13. I understand that Ski Company recommends that I obtain my own insurance coverage in case of any accident, injury or death.

I, the undersigned, **HAVE READ AND UNDERSTAND** the terms of the above Full Release from Liability and Indemnity agreement and I am signing it freely and of my own accord, realizing **IT IS BINDING** upon me, my heirs, assigns and, in the event I am signing it on behalf of **ANY MINORS**, that I have **FULL AUTHORITY TO DO SO REALIZING ITS BINDING EFFECT ON THEM** as well as me. I **AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW I AM WAIVING MY LEGAL RIGHTS AS WELL AS THOSE OF ANY MINOR FOR WHOM I AM SIGNING**.

SIGNATURE _____
(USER'S SIGNATURE OR PARENT IF USER IS A MINOR)

Date: _____