

Alyeska Resort
Mountain Learning Center and Equipment Rental
Liability Release

Name: _____ Age: _____ birth date: _____
Address: _____ City: _____ Zip: _____
Phone: _____ Email: _____

Rentals

Ski _____ Snowboard _____ Shoe Size: _____ Height: _____ Weight: _____
Ability: Beginner: _____ Intermediate: _____ Advanced: _____

Ski & Snowboard Lessons

Adults: Alpine: _____ Snowboarding: _____ Level: _____
Children: Alpine: _____ Snowboarding: _____ Level: _____

Ski & Snowboard Levels:

- Level 1- Has never skied or snowboarded before
- Level 2- Can stop, ride the magic carpet, and turn
- Level 3- Can ski or snowboard lower mountain terrain in control
- Level 4- Can ski parallel or link turns on Chair 4 blue (intermediate) terrain
- Level 5- Can ski parallel or link turns on Chair 6 advanced terrain

For purposes of this Agreement and Release, Alyeska Resort, as used herein, shall include Alyeska Ski Resort, LLC and Alyeska Resort Management Company (“ARMCO”) and their affiliates, managers, members, directors, agents and employees.

PLEASE READ THE FOLLOWING RELEASE CAREFULLY BEFORE SIGNING

This agreement limits Alyeska Resort’s liability regarding rented equipment and participation in lessons. Alyeska Resort offers instruction for alpine skiing, snowboarding and Telemark skiing for all ages and abilities. I am aware that skiing/snowboarding is a hazardous sport that includes certain risks and dangers, including the risk of serious injury or death. In accordance with Alaska Law, I voluntarily accept full responsibility for all risks involved, including risks inherent in skiing/boarding and the ski area/mountain environment. I accept my responsibility to ski/snowboard safely at all times, to abide by the Responsibility Code and to obey all posted behavior notices and any other ski area rules and policies. Any equipment I use while skiing/boarding I use at my own risk. I freely accept and assume all risks of injury or death that may occur while using this equipment including while participating in a lesson.

This Release, as to rental of equipment and participation in lessons, is also binding as to any other persons, including all family members, heirs, and executors. I also understand that all types of mountain recreation are hazardous sports and accept and assume the inherent risks of the mountain recreation including but not limited to: Changing weather conditions; bare sports; variations in snow, ice and terrain along with bumps, moguls, stumps, forest growth and debris and rocks; loose gravel and dirt, uneven terrain; grooming and other types of equipment on slopes; lift towers and other structures and their components; collisions with others and the recreational user’s failure to participate within their own individual ability. In using equipment and recreating at the area, such dangers are recognized and accepted whether they are marked or unmarked. The user of equipment realizes that falls and collisions and other accidents do occur and that serious injury or death may result and, therefore, assumes the burden of being in control at all times.

I accept for use in its "as is" condition, any equipment described in this form and accept full responsibility for its care while it is in my possession. I will be responsible for the replacement at full retail value of any equipment rented under this agreement which is lost, stolen or damaged. Failure to promptly return the rental equipment by the closing time on the date return of the equipment is due may result in criminal prosecution and a full retail charge for the value of the rental equipment. To avoid any additional charges the equipment must be returned in clean condition. I agree to check the equipment before each use and will not use the equipment if any parts are worn, missing or damaged. I am also financially responsible for any loss or damage to the equipment, other than reasonable wear and tear, which results from my use of the equipment.

I understand that the ski-boot binding system which I have rented will not release or retain at all times or under all circumstances, nor is it possible to predict every situation in which it will release or retain.

I understand in the case of snowboard, snowshoe, and Telemark skiing equipment, the boot-binding-system is not designed to release and may or may not release under all circumstances.

In the case of helmet rental, I understand that no helmet can protect the wearer against all foreseeable impacts and injuries to the head and will not protect against neck, cervical, spine or any other bodily injuries.

I understand and agree that the binding systems, helmets, avalanche beacons and accessories are no guarantee of my safety.

I have made no misrepresentations to Alyeska Resort in regard to my height, weight, age, or skier type. If I am signing as a parent or Legal Guardian on behalf of a minor child, I as parent or Legal Guardian consent that under the direct supervision of an adult instructor (over the age of 21 years) of Alyeska Resort, the minor for whom I am signing as a parent or legal guardian may accompany the adult instructor into the Sitzmark Bar & Grill or the Glacier Express Restaurant.

I agree that if any portion of this agreement is held to be invalid, the remaining terms shall continue to be in full force and effect. This agreement shall be binding upon any other persons, including my family members, my heirs, next of kin, executors, administrators, assigns, and representatives.

I hereby release, hold harmless and indemnify Alyeska Resort and any of its employees, agents, members, contractors, officers or owners, from all claims for any injury or damage resulting from my rental of equipment, my participation in lessons, and/ or my travel to and from Alyeska Resort. If I participate in Alyeska Resort's Discover Program I also release, hold harmless and indemnify the Anchorage School District.

I, the undersigned, have read, understand and agree to the terms listed in this agreement and understand that this agreement shall be effective for the entire 2011-12 ski season unless sooner terminated by me in writing to Alyeska Resort.

Name (of participant and/ or renter): _____

Signature of Participant and/or Renter: _____ **Date:** _____

Parent/Guardian Name: _____

Signature of Parent or Legal Guardian: _____ **Date:** _____