

LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT FOR RENTALS

1. I accept the equipment listed on this form for use as is and take full responsibility for its care.
2. I will be responsible for the replacement, at full retail value, of any equipment rented from Alyeska Resort Operations Limited Partnership, Mt. Alyeska Ski Resort Limited Partnership, Alyeska Resort Hotel Limited Partnership d.b.a. Alyeska Resort (hereinafter, "Released Parties"), but did not returned to Released Parties, and for equipment damaged beyond repair.
3. I agree to return all rental equipment to this location by the agreed date and time in clean and operable condition to avoid any additional charges and to pay full retail value for any damage to the equipment.
4. I have received instruction on the use of this equipment and fully understand its use and function.
5. I have not misrepresented my height, weight, age, or skier type or ability to the Released Parties.
6. I verify that the visual indicator settings recorded on this form are identical to the numbers appearing in the visual indicator windows of the equipment listed on this form.
7. I understand that there are inherent and other risks and dangers involved in the sport of skiing/snowboarding, that injuries are a common, unavoidable, and ordinary occurrence of this sport. I freely and voluntarily assume all those risks, and any injuries, whether minor, significant (including paralysis or traumatic brain injury), or fatal, that occur during my participation. I am aware that Alyeska Resort Operations Limited Partnership, Mt. Alyeska Ski Resort Limited Partnership, Alyeska Resort Hotel Limited Partnership d.b.a. Alyeska Resort offers instruction and education on the inherent danger and risks of skiing, and the duties imposed on skiers under Alaska law, which I understand and will comply with. For more information on these risks and my responsibilities, I will ask any Shop attendant.
8. I understand that the ski-boot-binding system, which I am renting, will not release at all times nor under all circumstances, and may release prematurely, which may result in injury or death. It is not possible to predict every situation in which it will be released, and there is therefore no guarantee of safety.
9. I agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND** the Released Parties, along with the rental equipment manufacturers and distributors, and their respective owners, agents and employees, from any loss and damage including any that result from claims of property damage, personal injury, or death caused in any way by the manufacture, marketing, sale, rental, selection, installation, maintenance, adjustment, use or misuse of this equipment, and for any claim based upon negligence, breach of warranty, strict liability, contract, or other legal theory, accepting myself the complete and sole responsibility for any such damage, injury or death which may result.

This agreement is governed by Alaska law. If any part of this agreement is found to be invalid or unenforceable, the remainder shall be given full force and effect.

Printed name of User

Signature of User

Date

____/____/____
(MM) (DD) (YYYY)
User's Date of Birth

Signature of Parent/Guardian

Date

