## **Cataloochee**® Ski Area

## EQUIPMENT RENTAL FORM

## PLEASE PRINT CLEARLY

Date out

Date in

Last Name F	irst Name										_			
Address / City	Prov	Prov. / State				Country Postal Code / Zip								
	11011)													
Phone Number e-mail							Local Phone Number							
Your Weight Your Height Skier Type I II III Age No. of Days Wanted														
FOR OFFICE USE ONLY						INITIAL INDICATOR VALUE SOLE LENGTH (mm)								
			K I E	≤ 230						331 350	≥ 351			
Skier Final Indicator Single Code Setting: Code					200					000	001			
5		HEIGHT			B <sup>2</sup> YS BYS					-				
	WEIGHT LBS/KG	FT' IN" / CM	D E	a i	j n	o s/B	t/C G	H L	M Q	R V	V 6			
	22-29 lbs 10-13 kg		А	3/4	3/4	<sup>3</sup> /4								
Rent   Own ID # or Description	30-38 lbs 14-17 kg		В	1	3/4	3/4	3/4							
Skis	39-47 lbs 18-21 kg		С	1½	<b>1</b> 1⁄4	<b>1</b> ¼	1							
Boots 🗌	48-56 lbs 22-25 kg		D	2	<b>1</b> 3⁄4	<b>1</b> ½	<b>1</b> ½	<b>1</b> 1/4						
Poles	57-66 lbs 26-30 kg		Е	21/2	2¼	2	<b>1</b> <sup>3</sup> / <sub>4</sub>	<b>1</b> ½	<b>1</b> ½					
	- 67-78 lbs 31-35 kg		F	3	2 <sup>3</sup> /4	21/2	2 <sup>1</sup> /4	2	<b>1</b> <sup>3</sup> /4	<b>1</b> <sup>3</sup> /4				
S-board	- <b>79-91 lbs</b> 36-41 kg		G		3½	3	2 <sup>3</sup> /4	2 <sup>1</sup> /2	2 <sup>1</sup> /4	2				
S-board Boots 🗌 🗌	92-107 lbs 42-48 kg	≤ <b>4'10"</b> ≤ 148 cm	Н			3½	3	3	2 <sup>3</sup> /4	21/2				
Helmet	108-125 lbs	<b>4'11"-5'1"</b> 149-157 cm	Ι			4½	A	3½	3½	3				
	49-57 kg 126-147 lbs	5'2"- 5.5"	J			5½	5	4 <sup>1</sup> /2	4	3½	3			
Initials of User or Agent	58-66 kg 148-174 lbs	158-166 cm 5'6"- 5'10"	K			6½	6	5½	5	41/2	4			
Initials of Parent if User is a Minor	67-78 kg 175-209 lbs	167-178 cm 5'11"- 6'4"	1			7½	Z	6½	6	5½	5			
I understand and agree that skiing, snowboarding,	79-94 kg ≥ <b>210 lbs.</b>	179-194 cm ≥ <b>6'5</b> "	M			-	8 <sup>1</sup> /2	8	7	6 <sup>1</sup> / <sub>2</sub>	6			
cross-country, ski boarding and other winter sports	g	≥ 195 cm	N				10	_		8	- 7½			
are hazardous activities, that injuries from various causes are an inherent risk of participating in these			0				11½	11	10	9½	9			
activities. I freely accept and assume all risks of in- jury or death that may occur while using this equip-			P				1172		12	11	101/2			
ment. I understand and agree that this helmet cannot guard against all foreseeable impacts and head inju-			1	в	Y E	S	R		Y		S			
ries nor from neck, spine or other injuries which may VALIDATION:				L U E	Ľ	L V	E D		E L L		L			
result from skiing or snowboard use. I understand that at speeds of greater than 13 miles per hour, my					ō W	Ë R	B L K		w W		Ē			
helmet may not provide adequate protection against a serious head injury if my head comes into direct				Ĩ K										
contact with a fixed object.														
	X TECHNICIAN'S SIGNATURE													
have read, understood and agreed to all terms and conditions on the reverse side of this form.														

I have read, understood and agreed to all terms and conditions on the reverse side of this form. I accept full financial responsibility for the equipment listed on this form and promise to return it clean and undamaged by the agreed time and date. If I fail to do so, I agree to pay for its repair, cleaning or replacement at the full retail rate, as determined by the shop, as well as for the rental value of any additional days. (For release bindings only: I have confirmed that the binding release/retention setting numbers on the bindings correspond to the "Final Indicator Setting" stated on this form. I understand that correct weight, height, age and skier type are essential to proper adjustment of the release/retention settings, and I certify that all user information on this form is correct.)

Х

DATE

PARENT'S SIGNATURE IF USER IS A MINOR

## **RENTAL RELEASE AND ASSUMPTION OF RISK AGREEMENT** PLEASE READ CAREFULLY BEFORE SIGNING.

- I accept for use AS IS the equipment listed on this form, with no warranties, express or implied. I
  accept full responsibility for the care of the equipment while it is in my possession, except reasonable wear and tear, and agree to pay for any damage caused to the equipment. I agree to return
  all equipment by the agreed date in clean condition to avoid any additional charges. I will be responsible for the replacement at full retail value of any equipment rented under this form, but not
  returned to, the shop.
- 2. I agree to hold harmless and indemnify Cataloochee Ski Area and its owners, agents and employees for any loss or damage, including any that results from claims for personal injury or property damage related to my use of this equipment.
- 3. I understand that there are inherent and other risks involved in the sport for which this equipment is to be used, that injuries are a common and ordinary occurrence of the sport, and I freely assume those risks. I understand that those risks include but are not limited to: equipment failure; equipment malfunction; equipment damage; the technician's negligence in setting the binding release/retention values; the technician's failure to properly set the binding release/retention values; falling; slick or uneven surfaces; variations in surface conditions; ice and ice chunks; bare spots; holes; debris; marked and unmarked obstacles; collisions with natural or man-made objects or collisions with other people; encounters with snowmobiles and/or other motor vehicles; and lift loading, unloading, and riding.
- 4. I understand that the ski-boot-binding system will not release at all times or under all circumstances, nor is it possible to predict every situation in which it will release, and is therefore no guarantee for my safety. I understand that the snow-board-boot-binding system will not release at all and is therefore no guarantee for my safety.
- 5. I hereby RELEASE AND AGREE NOT TO SUE Cataloochee Ski Area, its owners, agents and employees, the equipment manufacturers or distributors, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") from any and all liability for damage and injury to myself or to any person or property resulting from negligence, installation, maintenance, selection, adjustment, design, manufacturing and/or use of this equipment, accepting myself the full responsibility for any and all such damage or injury which may result.
- 6. I understand that correct weight, height, age and skier type are essential to proper adjustment of any release bindings rented by me.
- 7. I verify that the visual indicators on my bindings correspond to the settings as shown on this rental agreement form.
- 8. All instructions on the use of my rental equipment have been made clear to me, and I understand the function of my equipment.
- 9. I understand that helmets are available for rent and if I choose not to rent a helmet for myself or my child, I assume all risk of injury associated with not wearing a helmet and specifically release Cataloochee Ski Area and any other Released Party from any claims associated with not wearing a helmet. I understand that if I choose to rent a helmet for myself or my child, Cataloochee Ski Area and the Released Parties have made no representations or warranties about the shock absorption capability or injury prevention capability of said helmet. I understand that helmets are designed to reduce the severity of head injuries; however, I also understand that any helmet I rent from this resort cannot guard against all foreseeable impacts and head injuries nor from neck, spine or other injuries that may result from skiing or snowboard use.
- 10. In consideration for the rental and use of the equipment, I agree than any claims for injury and/ or death arising from the my use of this equipment shall be governed by North Carolina law and that the EXCLUSIVE JURISDICTION of any claim shall be the Superior Court of Haywood County, North Carolina.
- 11. I hereby authorize the use and reproduction by this resort, or anyone authorized by this resort, of any photographs or video footage taken of me for any purpose whatsoever, without further compensation to me.

I, the undersigned, have read and understood the Rental Release and Assumption of Risk Agreement above.

Skier/Snowboarder's Signature Date If skier or snowboarder is younger than 18, then their parent/guardian must sign below.

Parent/Guardian Signature



Date