



VAIL RESORTS MANAGEMENT COMPANY – CHILDREN’S RENTAL CENTER



CHILD'S INFORMATION			
CHILD'S LAST NAME _____			
CHILD'S FIRST NAME _____		M.I. _____	
ADDRESS _____			
CITY _____	STATE _____	ZIP CODE _____	COUNTRY _____
HOME TELEPHONE _____			
LOCAL TELEPHONE / NAME OF LODGING _____			

ADDITIONAL INFORMATION	
CHILD'S WEIGHT _____	CHILD'S HEIGHT _____
CHILD'S DATE OF BIRTH _____	AGE _____
CHILD'S SKIING/SNOWBOARDING ABILITY (Please Circle One)	
I BEGINNER	II INTERMEDIATE
III ADVANCED	

DATE DUE:	For Seller Use Only Last Initial
DAYS PAID FOR:	

CHILDREN'S RENTAL HOLD-HARMLESS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.
BY SIGNING THIS AGREEMENT YOU REPRESENT YOU ARE THE LEGAL GUARDIAN OF THE MINOR USER.

"ADULT" means the undersigned parent or legal guardian, being at least 18 years old, signing on behalf of himself/herself, as well as on behalf of the minor child named above. "CHILD" means the minor child named above. ADULT and CHILD shall collectively be referred to hereinafter as "RENTER." RENTER understands and agrees that skiing, snowboarding and using ski area facilities, including the lifts, for any purpose can be **HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.**

RENTER agrees to accept for use the equipment listed on this form "AS IS." ADULT accepts full responsibility for the care of the equipment during the rental period and agrees that ADULT will be responsible for the replacement at full value of any equipment rented under this form and not returned, or returned in a damaged condition. RENTER represents that no misrepresentations have been made to the Children's Rental Center, or any employee thereof, in regards to the height, weight, age and/or skiing/snowboarding ability level listed on this form. RENTER further agrees that the person listed on this form will be the only person using the equipment.

RENTER UNDERSTANDS THAT THE BINDING SYSTEM CANNOT GUARANTEE THE USER'S SAFETY. In downhill skiing, the 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. RENTER further agrees and understands that the downhill ski binding system **DOES NOT REDUCE THE RISK OF ANY TYPE OF INJURY TO CHILD, INCLUDING BUT NOT LIMITED TO KNEE INJURIES.** RENTER understands that in snowboarding, cross-country skiing, skiboarding, snowshoeing and other sports utilizing equipment with non-releases bindings, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation. RENTER acknowledges and agrees to assume and accept any and all known and unknown risks of injury to CHILD while using this equipment.

RENTER acknowledges and understands that a skier **ASSUMES THE RISK OF THE INHERENT DANGERS AND RISKS OF SKIING.** RENTER acknowledges that falls and collisions occur and **INJURIES or DEATH** may result from participation in the sport of "skiing." **RENTER HEREBY ASSUMES ALL RISKS** associated with the CHILD's participation in the sport of skiing, known or unknown, inherent or otherwise, including but not limited to, **INJURY AND/OR DEATH. IN CONSIDERATION OF ALLOWING CHILD TO USE THE EQUIPMENT, RENTER AGREES TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** Vail Resorts, Inc. (the "Holding Company"), The Vail Corporation d/b/a Vail Resorts Management Company ("VRMC"), their affiliated companies and subsidiaries, including but not limited to those that operate the Vail, Beaver Creek, Keystone and Breckenridge resorts, the United States, their respective insurance companies, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from CHILD's use of the equipment, **INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.** By execution of this release, RENTER agrees to defend and indemnify each Released Party for any and all claims of RENTER and/or a third party arising from CHILD's use of the equipment.

VRMC recommends the use of helmets for children 14 and under while participating in ski school. The Undersigned understand that helmets may reduce or mitigate the severity of head injuries, but are in no way a guarantee of safety. The Undersigned further recognize that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn.

RENTER agrees that RENTER has received instructions regarding the use of this equipment. All instructions on the use of the equipment have been made clear to the RENTER. RENTER represents that RENTER understands the function of the equipment and agrees that the binding release/retention settings appearing in the visual indicator windows on the bindings correspond to the settings recorded on this form. RENTER represents that RENTER has received satisfactory answers to any questions RENTER may have regarding the use and function of this equipment. If RENTER feels the equipment is not functioning properly, CHILD will stop using it and have it inspected, repaired or readjusted by a ski binding technician. RENTER agrees and understands that this release is applicable to each and every day CHILD uses the equipment forever.

In consideration of allowing CHILD to use the equipment and for using the ski area facilities, **RENTER AGREES THAT ANY AND ALL CLAIMS** for injury and/or death regarding an alleged incident **SHALL BE GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION** of any claim shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of Colorado. ADULT acknowledges that he/she is also signing this release on behalf of CHILD and that **CHILD SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE.** By signing this agreement ADULT represents they are the legal parent or guardian of CHILD. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of RENTER.

For Shop Use Only			
	MODEL	SIZE	NUMBER
SKI / BOARD			
BOOT			
HELMET			
BINDINGS	Make:	Din#:	
OWN EQUIP	Make:	Din#:	
STANCE	Regular		Goofy

HELMET ACKNOWLEDGEMENT (14 & under):
 Helmet Rented →
 Helmet Owned →
 Helmet to be Purchased →
 HELMET USE IS DECLINED → _____ (Initial)

I HAVE HAD SUFFICIENT TIME TO CAREFULLY READ THE FOREGOING LIABILITY RELEASE. I UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM AWARE THIS IS A RELEASE OF LIABILITY AND I SIGN IT OF MY OWN FREE WILL.		
X SIGNATURE OF PARENT/LEGAL GUARDIAN	PRINTED NAME _____	DATE _____ / _____ / _____