



ADULT RENTAL FORM

FOR RENTERS AGE 18 & UP

Copy and/or Large Font Size Available Upon Request

MT. BAKER SKI AREA, INC.

RELEASE AGREEMENT

Acknowledgement of Risks and Hazards and Agreement Not To Sue

If you are unwilling to assume all the risks associated with all mountain activities and use of Mt. Baker Ski Area and/or any of its facilities or rental equipment, **DO NOT** sign this document, in which case you will **NOT** be authorized to use Mt. Baker rental equipment. If you sign this document, **BUT** make any alterations to it, you are **NOT** authorized to use Mt. Baker rental equipment.

This **RELEASE AGREEMENT** pertains to use of any Mt. Baker rental equipment and/or the use of any and all facilities at Mt. Baker Ski Area. **NOTE:** Mt. Baker Mountain Policies and Guidelines are posted in the Trail Map, at the ski area and on our website: www.mtbaker.us/ski-area-info/safety-education/mtn-safety

The undersigned renter named in this Agreement ("I") agrees and acknowledges that by utilizing Mt. Baker rental equipment and/or participating in any mountain activities at Mt. Baker Ski Area, **THE RENTER IS SUBJECT TO THE FOLLOWING RULES AND CONDITIONS OF USE BY MT. BAKER SKI AREA, INC. AND AGREES TO THESE TERMS:**

- I understand that as a visitor to Mt. Baker Ski Area I will encounter a rugged, ever-changing and at times severe mountain environment. **I UNDERSTAND THAT MY SAFETY IS NOT GUARANTEED.**
- I understand that for my own safety and the safety of others it is **MY RESPONSIBILITY TO USE GOOD JUDGEMENT AND BE SAFETY CONSCIOUS AT ALL TIMES, TO RESPECT ALL WARNING SIGNS, USE COMMON SENSE AND ACT RESPONSIBLY, AND ADHERE TO POLICIES AND GUIDELINES** while at Mt. Baker Ski Area.
- I understand that **I MAY BE SERIOUSLY HURT**, including fatal injuries, using the facilities or services of Mt. Baker Ski Area. **I ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES INCURRED AND/OR ECONOMIC LOSSES OR DAMAGES** as a result of my use of Mt. Baker rental equipment and/or any Mt. Baker Ski Area facility.
- WARNING: RISK OF AVALANCHE.** I understand that while snow safety and avalanche mitigation efforts by Mt. Baker Ski Area may help reduce the risk of avalanches, avalanches and snow slides occur at ski areas, both inside and outside of posted boundaries. **AVALANCHES ARE AN INHERENT RISK OF THE SPORT** due to the characteristics of snow and its variable nature in the ever-changing mountain environment. I understand that I am responsible for becoming educated about snow safety and using this education to reduce

**RELEASE AGREEMENT CONTINUED ON OTHER SIDE OF DOCUMENT
PLEASE TURN OVER, READ, AND SIGN BELOW**

5 SIGN HERE

I certify that I have **READ, UNDERSTAND AND ACCEPT** the terms of this Agreement and freely accept and assume the risk that I can suffer property damage, financial hardship, social losses, damages, illness, and severe personal injury or even death to myself or my heirs by using the Mt. Baker facilities, participating in mountain activities and associated activities, and/or utilizing Mt. Baker rental equipment not only in ways described, but also in ways that are unknown and unexpected, even if I follow instructions or advice. I have had sufficient opportunity to read this entire document. I understand and agree to the purchase terms of this equipment rental and Release Agreement. I have reviewed a copy of Mt. Baker's Mountain Policies, Your Responsibility Code and Washington State Law RCW 79A.45.030, available on the website, trail map, and/or posted at the ski area and understand and agree to the terms of these policies.

**I HAVE REVIEWED AND UNDERSTAND THE RISKS, HAZARDS, TERMS, AND POLICIES OUTLINED IN THIS DOCUMENT.
I AGREE NOT TO SUE MT. BAKER.**

RENTER'S SIGNATURE

DATE

mo / day / yr

1 RENTER INFORMATION

RENTER's FIRST NAME				LAST NAME			
RENTER's ADDRESS						BIRTHDATE	
						MM / DD /	YYYY
CITY - STATE / PROVINCE - ZIP / POSTAL							
CELL PHONE				LOCAL PHONE			
() -				() -			
AGE	GENDER	SHOE SIZE	WEIGHT	HEIGHT		SKIER TYPE	
			<input type="checkbox"/> lbs <input type="checkbox"/> kg	ft	in	(See Skier Type Chart) <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III	

2 RENTAL TYPE

RENTAL TYPE	SKI	SNOWBOARD	HELMET
<input type="checkbox"/> BASIC	<input type="checkbox"/> SKI PKG Skis, boots & poles	<input type="checkbox"/> SNOWBOARD PKG Board, boots & bindings	<input type="checkbox"/> HELMET*
<input type="checkbox"/> PREMIUM	<input type="checkbox"/> SKI ONLY <input type="checkbox"/> BOOTS ONLY <input type="checkbox"/> POLES ONLY	<input type="checkbox"/> SNOWBOARD ONLY <input type="checkbox"/> BOOTS ONLY <input type="checkbox"/> BINDINGS ONLY	<small>*Not included in ski or snowboard rental package.</small>

3 VEHICLE INFORMATION

YEAR		MAKE	MODEL	COLOR
LICENSE PLATE #				STATE

4 DEPOSITOR INFORMATION

DEPOSITOR's DRIVER'S LICENSE #				STATE
DEPOSITOR's FIRST NAME (if different than renter)		LAST NAME		

RENTAL TECH USE ONLY

BOOT SIZE	BOOT INV #	SOLE LENGTH	SYNCHRO #	CODE	VIS	VIS INITIALS	I UNDERSTAND THE VIS:
							CUSTOMER INITIALS
LENGTH	INVENT #	BRAND	MODEL	HELMET / POLES	TECH INITIALS	I accept for use the equipment in good condition as listed on this form:	
						CUSTOMER INITIALS	
LENGTH	INVENT #	BRAND	MODEL	TECH INITIALS	Tech Comments		
					DATE OF RENTAL		
					month / day / year		

the risk of injury or death from avalanches, to myself and/or others through my own actions and awareness. See www.nwac.us, www.avalanche.org, and www.deepsnowsafety.org for more information.

5. I acknowledge and fully understand that **SKIING, SNOWBOARDING, AND MOUNTAIN ACTIVITIES ARE ACTION SPORTS CARRYING SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, DEATH OR PROPERTY DAMAGE**. I understand the nature of skiing, snowboarding, and mountain activities including riding chair lifts and tows, changing snow conditions, and avalanches. I also know that there are a variety of natural environmental and manmade conditions and risks that may cause serious injury or even death and I understand that there may be other risks including those not known to me or not reasonably foreseeable at this time. I understand these risks, which independently or in combination with my activities or the acts of others, may cause property damage, severe social and economic losses, permanent disability, severe or even fatal injuries to myself or others which may result from my actions or inactions, negligence of others, the condition of the premise, and/or any equipment used. With my experience, capabilities, and current physical condition **I AM QUALIFIED TO PARTICIPATE IN SKI, SNOWBOARD, and MOUNTAIN ACTIVITIES AND HAVE NOT BEEN ADVISED OTHERWISE BY A MEDICAL PROFESSIONAL**.

6. I **AUTHORIZE AND CONSENT TO ANY FIRST AID**, medical treatment or transport deemed appropriate by a Mt. Baker first aid provider acting within the scope of his or her training.

7. All visitors to the ski area are expected to adhere to **ALL MT. BAKER SKI AREA MOUNTAIN POLICIES AND GUIDELINES**. I understand that **VIOLATION** of any of these policies **MAY RESULT IN FINES, SUSPENSION OR REVOCATION OF MY SKIING OR SNOWBOARDING PRIVILEGES WITHOUT REFUND, AND/OR POSSIBLE PERMANENT TRESPASS FROM THE SKI AREA**. Infractions of any of the policies will remain on file and will affect eligibility for future use of Mt. Baker rental equipment and/or Mt. Baker Ski Area facilities.

8. I understand and acknowledge the following: **WARNING - SKIING, SNOWBOARDING, and MOUNTAIN ACTIVITIES ARE HAZARDOUS, CARRY SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, AND THE ENTIRE SKI AREA EXISTS IN A HAZARDOUS MOUNTAIN ENVIRONMENT**. Dangers include but are not limited to: Avalanches, sliding or falling snow, bare spots, variation and changes in snow, ice and terrain along with bumps, deep snow, tree wells, snow immersion suffocation, creeks, holes, moguls, stumps, forest growth and debris, rocks, cliffs, extreme terrain, risk-creating weather conditions, freestyle terrain, jumps, terrain modifications, equipment including but not limited to lifts and snow machines, snowmobiles, collisions with structures, machines or devices and the **MANY OTHER HAZARDS, INCLUDING MANMADE OR NATURAL, THAT MAY EXIST WITHIN THE MOUNTAIN ENVIRONMENT OF THE SKI AREA. SUCH DANGERS ARE RECOGNIZED AND ACCEPTED** whether they are marked or unmarked, on or off the slopes and they may occur without warning. Falls and collisions with other people do occur and **I ASSUME ALL RISKS AS WELL AS THE RESPONSIBILITY TO SKI OR SNOWBOARD UNDER CONTROL AT ALL TIMES**.

9. I understand that helmets, safety equipment, proficiency checks, supervision and/or enforcement of rules **DO NOT AND CAN NOT GUARANTEE MY SAFETY**.

10. I understand **THERE ARE INHERENT RISKS AND DANGERS WHEN RIDING CHAIR LIFTS AND TOWS** and that **WHEN RIDING CHAIR LIFTS OR TOWS IT IS MY RESPONSIBILITY TO BE FAMILIAR WITH PROPER LOADING, RIDING, AND UNLOADING TECHNIQUES, PROCEDURES, AND BEHAVIOR**. I am responsible for maintaining good judgement, and appropriate and safe chair lift and tow riding behavior and practices and assume all the risks associated with loading, riding, and unloading and all activities related to the use of chair lifts or tows. I also agree that I will not attempt to ride a chair lift or tow until willing to fully assume all risks associated with loading, riding, and unloading chair lifts and tows.

11. I understand that **I MAY BE PHOTOGRAPHED** and I agree to allow any photos,

video or film likeness of myself to be used for any legitimate promotional purpose by Mt. Baker Ski Area, Inc.

12. I understand that any instruction or coaching I may receive is a suggestion, and that **I AM THE SOLE JUDGE OF MY ABILITY**, and am responsible for my actions as a skier/snowboarder and during all activities at the ski area.

13. **THE USE OF HELMETS IS RECOMMENDED** though this is a personal choice.

14. All rental equipment information I have provided on this form is true and correct. **I HAVE MADE NO MISREPRESENTATIONS TO MT. BAKER SKI AREA ABOUT MY HEIGHT, WEIGHT, AGE OR SKIING/SNOWBOARDING TYPE**. I agree that I will not use any rental equipment until I understand how the equipment works and have received proper instruction and satisfactory answers to any questions. If at any time this equipment does not seem to be working properly, I will stop using it immediately and return it for inspection and possible repair. I understand any rental equipment issued to me is for my use only.

15. I understand that the ski-boot-binding system will release the boot from the ski when certain forces on the system reach preset values, but that it will **NOT RELEASE OR RETAIN** at all times where release or retention may prevent injury, and that it **CANNOT** prevent all injuries or guarantee the user's safety. I understand and agree that unwanted release or retention of bindings is an inherent risk of using any ski-boot-binding system. I further agree and understand that the ski-boot-binding system does **NOT ELIMINATE THE RISK** of injuries or death. If snowboard equipment is being furnished, I understand that these systems normally will **NOT RELEASE** in falls and accidents and that they do **NOT PROTECT** against any type of injury or physical harm.

16. I understand that **IT IS MY RESPONSIBILITY TO VERIFY THE VISUAL INDICATOR SETTINGS ON THE BINDING SYSTEM OF ANY EQUIPMENT ISSUED TO ME** and that my signature on this form indicates that I understand and agree with the settings on the equipment provided to me.

17. I agree that **I WILL VERIFY AND ACCEPT FOR USE, AS IS, ANY EQUIPMENT PROVIDED TO ME**. I also accept full responsibility for the care of the equipment while it is in my possession. I furthermore agree to return all rental equipment by the agreed date and time in clean condition to avoid any additional charges.

18. I will be responsible for the replacement, at full retail value, of any equipment issued to me from Mt. Baker Ski Area in the event of any loss, theft, or damage of any kind, other than reasonable wear and tear, which results while the equipment provided to me is in my possession.

19. A) I voluntarily agree to **RELEASE, INDEMNIFY and HOLD HARMLESS** Mt. Baker Ski Area, Inc., its owners, land owners, directors and officers, employees, sponsors, and agents ("Mt. Baker") as well as the manufacturers and distributors of any rental equipment issued to me and their owners, agents, employees, and affiliated companies from any and all claims related in any way to use of Mt. Baker rental equipment or any activities at or use of the Mt. Baker Ski Area and its facilities, including any and all claims for death, personal injury, property damage, social losses, economic losses, financial hardship, damages, theft, or actions of any kind, whether caused by negligence or otherwise.

B) I agree to pay any and all legal fees incurred by Mt. Baker which may arise from any claims, actions or lawsuits by or on behalf of myself, the renter, my heirs, executors, or administrators.

C) This **RELEASE/INDEMNIFICATION** clause shall be construed broadly to provide **INDEMNITY and RELEASE OF LIABILITY** to the maximum extent permissible under applicable law. This **RELEASE AGREEMENT** is governed by the Laws of the State of Washington and venue for any disputes regarding this **AGREEMENT** and/or use of the Mt. Baker Ski Area facilities will be in the Superior Courts of Whatcom County.

PLEASE TURN OVER AND SIGN THE FRONT OF THIS FORM