



MINOR RENTAL FORM

FOR RENTERS UNDER AGE 18

Copy Available Upon Request

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 cm		(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"/> SNOWBOARD ONLY	<i>*Not included in ski or snowboard rental package.</i>
	<input type="checkbox"/> BOOTS ONLY	<input type="checkbox"/> BOOTS ONLY	
	<input type="checkbox"/> POLES ONLY	<input type="checkbox"/> BINDINGS ONLY	

3 VEHICLE INFORMATION

LICENSE PLATE #										STATE										Vehicle Info is REQUIRED				
YEAR		MAKE		MODEL		COLOR																		

4 DEPOSITOR INFORMATION (depositor must be 18 or older)

DEPOSITOR's DRIVER'S LICENSE #										STATE									
DEPOSITOR's FIRST NAME										LAST NAME									

RENTAL TECH USE ONLY

BOOT SIZE	BOOT INV #	SOLE LENGTH	SYNCHRO #	CODE	VIS	VIS INITIALS	We understand the VIS:	
							RENTER/LEGAL GUARDIAN INITIALS	
LENGTH	INVENT #	BRAND	MODEL	HELMET	POLES	TECH INITIALS	We accept for use the equipment in good condition as listed on this form:	
							RENTER/LEGAL GUARDIAN INITIALS	
INVENT #		DESCRIPTION			TECH INITIALS	Tech Comments		
						DATE OF RENTAL		
						month / day / year		

MT. BAKER SKI AREA, INC.

RELEASE AND RENTAL AGREEMENT

Acknowledgement of Responsibilities, Risks and Hazards, and Agreement Not To Sue

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

NOTE: Mt. Baker Mountain Policies and Guidelines are INCLUDED IN THE TRAIL MAP, posted at the ski area, and on the Mt. Baker Ski Area website: www.mtbaker.us/ski-area-info/safety-education/mtn-safety

This Agreement APPLIES TO BOTH THE PARENT/LEGAL GUARDIAN ("the Legal Guardian") AND THE MINOR RENTER ("the Minor Renter") named in this Agreement. The terms "We" and "Our" refer to both the Legal Guardian and the Minor Renter and remain enforceable even if only one Party signs the Agreement.

We agree and acknowledge that by utilizing Mt. Baker rental equipment and/or using any Mt. Baker Ski Area, Inc. facilities and/or services, or participating in any mountain activities at Mt. Baker Ski Area, WE ARE SUBJECT TO THE FOLLOWING RULES AND CONDITIONS OF USE BY MT. BAKER SKI AREA, INC. AND AGREE TO THESE TERMS:

RESPONSIBILITIES

1. WE ACCEPT RESPONSIBILITY TO:

- ADHERE TO CURRENT SKI AREA AND RENTAL COVID-19 POLICIES and be responsible for our own safety and safety practices. WE UNDERSTAND the contagious nature of COVID-19 and that despite precautions we may be at risk for exposure to COVID-19 and we accept this risk.
- BE AWARE OF OUR ENVIRONMENT and location.
- EDUCATE OURSELVES regarding the mountain environment, including the risks, hazards, and dangers of mountain activities, as well as educate ourselves about Mt. Baker Ski Area policies and guidelines, codes, and laws. The information is available in multiple locations.
- Use GOOD JUDGMENT, BE SAFETY CONSCIOUS, and USE COMMON SENSE at all times.
- ACTIVELY ASSESS AND MINIMIZE RISKS and hazards at all times.
- RESPECT all warnings and warning signs.
- BE AWARE OF OUR ACTIONS and how they affect ourselves and others.
- ACT RESPONSIBLY for our own safety and the safety of others.
- ADHERE TO SAFE CHAIR LIFT AND TOW RIDING BEHAVIOR and practices.
- ADHERE TO ALL MOUNTAIN POLICIES and guidelines, as well as applicable codes and laws.

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

5 SIGN HERE

We certify that we have READ, UNDERSTAND and ACCEPT the terms of this Agreement, and freely accept and assume the risk that we can suffer property damage, financial hardship, social losses, economic and non-economic losses, damages, illness, and severe personal injury or even death to ourselves or our heirs by utilizing Mt. Baker rental equipment, using Mt. Baker Ski Area, Inc. facilities and/or services, or participating in mountain activities and associated activities, not only in ways described, but also in ways that are unknown and/or unexpected, even if we follow instructions or advice. We have had sufficient opportunity to read this entire document and we understand and agree to the responsibilities, purchase terms, and policies of this Release and Rental Agreement. We have reviewed a copy of Mt. Baker's Mountain Policies and Guidelines, including the current COVID-19 policies, Your Responsibility Code, and Washington State Law RCW 79A.45.030, available in the trail map, website, and/or posted at the ski area and understand and agree to the terms of these policies.

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

MINOR RENTER age 7 & up sign here

SIGNATURE										DATE									
										mo / day / yr									

LEGAL GUARDIAN

PRINTED NAME																			
SIGNATURE										DATE									
										mo / day / yr									

2. We understand that **WE MAY BE SERIOUSLY HURT**, including fatal injuries, using the facilities or services of Mt. Baker Ski Area, Inc. **WE ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES INCURRED AND ANY ECONOMIC AND NON-ECONOMIC LOSSES OR DAMAGES INCURRED** as a result of the Minor Renter's use of Mt. Baker rental equipment and/or our use of any Mt. Baker Ski Area, Inc. facility or service.
3. The Legal Guardian understands that it is his/her **RESPONSIBILITY** to, at a minimum but not limited to those outlined in this agreement, **INFORM AND EDUCATE BOTH THEMSELVES AND THE MINOR RENTER** about all **RESPONSIBILITIES**, Mountain Policies and Guidelines, safety information, use of all facilities including chair lifts and tows, appropriate and safe chair lift and tow riding behavior, and the risks of skiing, snowboarding, and mountain activities.
4. We understand that any instruction or coaching the Minor Renter may receive is a suggestion, and that the **MINOR RENTER IS RESPONSIBLE FOR BEING THE SOLE JUDGE OF HIS OR HER ABILITY**, and is **RESPONSIBLE** for his or her actions as a skier/snowboarder and during all activities at the ski area. Guidelines and information about ability levels is available at the instruction desk and at www.mtbaker.us.
5. We understand that **THE USE OF HELMETS IS RECOMMENDED** and that we are **RESPONSIBLE** for this personal choice.

RISKS, HAZARDS, AND DANGERS

6. We understand that as visitors to Mt. Baker Ski Area we will encounter a rugged, ever-changing and at times severe mountain environment. **WE UNDERSTAND THAT OUR SAFETY IS NOT GUARANTEED.**
7. **WARNING: RISK OF AVALANCHE.** We 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. We understand that we are responsible for becoming educated about snow safety and using this education to reduce the risk of injury or death to either of us and/or others through our own actions and awareness. See www.nwac.us, www.avalanche.org, and www.deepsnowsafety.org for more information.
8. **WE UNDERSTAND SKIING AND SNOWBOARDING ARE ACTION SPORTS AND THAT SKIING, SNOWBOARDING, and MOUNTAIN ACTIVITIES, INCLUDING RIDING CHAIR LIFTS AND TOWS, CARRY SIGNIFICANT INHERENT RISK OF SERIOUS PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, AND ECONOMIC LOSS, AND THAT THE ENTIRE SKI AREA EXISTS IN A HAZARDOUS MOUNTAIN ENVIRONMENT.** We understand these risks which, independently or in combination with our activities or the acts of others, may cause property damage, severe social, economic and non-economic losses, permanent disability, severe or even fatal injuries to ourselves or others. Such consequences may also result from our own actions or inactions, negligence of others, the condition of the premise, and/or any equipment used. Further, we understand there may be other risks including those not known to us or not reasonably foreseeable at this time including exposure to **COVID-19**. Falls and collisions with other people or objects do occur and **WE ASSUME ALL RISKS AS WELL AS THE RESPONSIBILITY TO SKI OR SNOWBOARD UNDER CONTROL AT ALL TIMES.**
9. We understand **MOUNTAIN HAZARDS EXIST** and may cause serious personal injury or even death. Mountain hazards include both **NATURAL AND HUMAN CREATED HAZARDS** which may be **MARKED OR UNMARKED** and **ON OR OFF THE SLOPES**. These **NATURAL AND HUMAN CREATED MOUNTAIN HAZARDS** exist in and around **ALL FACILITIES OF THE SKI AREA** and include but are not limited to: **ORGANIC, GEOLOGICAL, SNOW, WATER AND WEATHER-RELATED HAZARDS** such as 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 hazards, creeks, holes, moguls, stumps, forest growth and debris, rocks, cliffs, extreme terrain, freestyle or feature terrain, jumps, and mountain weather conditions. **HUMAN CREATED HAZARDS** include but are not limited to: equipment, lifts and tows, snow machines, snowmobiles, terrain modifications, and collisions with structures, people, machines, or devices and include exposure to **COVID-19**. **MANY OTHER HAZARDS AND DANGERS EXIST WITHIN THE MOUNTAIN ENVIRONMENT** including those that may not be known to us. **SUCH HAZARDS AND DANGERS ARE RECOGNIZED AND ACCEPTED** whether they are marked or unmarked, on or off the slopes and they may occur without warning.
10. We understand **THERE ARE INHERENT RISKS AND DANGERS WHEN RIDING CHAIR LIFTS AND TOWS** and that **WHEN RIDING CHAIR LIFTS OR TOWS IT IS OUR RESPONSIBILITY TO BE FAMILIAR WITH PROPER LOADING, RIDING, AND UNLOADING TECHNIQUES, PROCEDURES, AND BEHAVIOR.** We are 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, unloading, and all activities related to the use of chair lifts or tows. We also agree that we will not attempt to ride a chair lift or tow until we are willing to fully assume all responsibility for appropriate and safe chair lift and tow riding behavior as well as all risks associated with loading, riding, and unloading chair lifts and tows.
11. We understand the nature of skiing, snowboarding, and mountain activities, including riding chair lifts and tows, changing snow conditions, and avalanches.
12. We understand that helmets, safety equipment, proficiency checks, supervision and/or enforcement of rules **DO NOT AND CANNOT GUARANTEE OUR SAFETY.**
13. We certify that with the Minor Renter's experience, capabilities, and current physical condition **THE MINOR RENTER IS QUALIFIED TO PARTICIPATE IN SKI, SNOWBOARD, and MOUNTAIN ACTIVITIES AND HAS NOT BEEN ADVISED OTHERWISE BY A MEDICAL PROFESSIONAL.**
14. We **AUTHORIZE AND CONSENT TO ANY FIRST AID**, medical treatment or transport for the Minor Renter that is deemed appropriate by a Mt. Baker first aid provider acting within the scope of his or her training.

RENTAL PURCHASE POLICIES AND USE

15. All visitors to the ski area are expected to adhere to **ALL MT. BAKER SKI AREA MOUNTAIN POLICIES AND GUIDELINES.** We understand that **VIOLATION** of any of these policies **MAY RESULT IN FINES, SUSPENSION OR REVOCATION OF 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 user of Mt. Baker rental equipment and/or use of Mt. Baker Ski Area, Inc. facilities or services..
16. We understand that **WE MAY BE PHOTOGRAPHED** and we agree to allow any photos, video or film likeness of the Legal Guardian or the Minor Renter to be used for any legitimate promotional purpose by Mt. Baker Ski Area, Inc.
17. For the Minor Renter to be authorized and eligible to utilize rental equipment, we certify that the signatures below are that of the Minor Renter and the Legal Guardian and that we have made no misrepresentation about our identity during the purchase process or on this Release and Rental Agreement.
18. All rental equipment information that has been provided to Mt. Baker Ski Area, Inc. is true and correct. **WE HAVE MADE NO MISREPRESENTATIONS TO MT. BAKER SKI AREA, INC. ABOUT THE MINOR RENTER'S HEIGHT, WEIGHT, AGE OR SKIING/SNOWBOARDING TYPE.** We understand that this information will be utilized to determine equipment and equipment settings. We understand that any rental equipment issued to the Minor Renter is for his or her use only.
19. We agree that **IT IS THE MINOR RENTER'S RESPONSIBILITY TO VERIFY THE VISUAL INDICATOR SETTINGS ON THE BINDING SYSTEM OF ANY EQUIPMENT ISSUED TO HIM OR HER** and that our signatures on this form indicate that we understand and agree with the settings on the equipment provided to him or her.
20. We agree that the Minor Renter will not use any rental equipment until he or she understands how the equipment works and has received proper instruction and satisfactory answers to any questions. If at any time this equipment is damaged or does not seem to be working properly, the Minor Renter will stop using it immediately and return it for inspection.
21. We understand that snowsport helmets, when sized and fitted properly, can reduce the risk of injuries to those parts of the head that are covered by the helmet, but no helmet can protect the wearer against all foreseeable impacts or injuries. Skiing and snowboarding will expose the user to forces that exceed the limits of protection provided by any helmet, and serious injury or death can result from both low and high energy impacts, even when a helmet is worn. Helmets must be properly fitted to each user, and it is the Minor Renter's responsibility to ensure that the helmet fit is comfortably snug and that when he or she fastens the chin strap and shakes his or her head, there is no significant movement of the helmet. If the helmet is damaged or involved in an accident, the Minor Renter will return it for inspection.
22. We 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. We understand and agree that unwanted release or retention of bindings is an inherent risk of using any **SKI-BOOT-BINDING SYSTEM.** We 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, we 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.
23. We agree that the **MINOR RENTER WILL VERIFY AND ACCEPT FOR USE, AS IS, ANY EQUIPMENT PROVIDED TO HIM OR HER.** We accept full responsibility for the care of the equipment during the equipment rental. We furthermore agree to return all rental equipment by the agreed date and time in clean condition to avoid any additional charges and/or fees.
24. **WE WILL BE RESPONSIBLE FOR THE REPLACEMENT, AT FULL RETAIL VALUE,** of any equipment issued to the Minor Renter from Mt. Baker Ski Area, Inc. in the event of any loss, theft or damage of any kind, other than reasonable wear and tear, which results during the equipment rental and/or until the equipment is returned in satisfactory condition.

HOLD HARMLESS AND INDEMNIFICATION

25. The Legal Guardian voluntarily agrees 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 the Minor Renter and their owners, agents, employees, and affiliated companies from any and all claims related in any way to use of Mt. Baker rental equipment, and/or any activities at or use of Mt. Baker Ski Area and any of the Mt. Baker Ski Area, Inc. facilities or services and risks associated with **COVID-19**; including any and all claims for death, personal injury, property damage, social losses, economic and non-economic losses, financial hardship, damages, theft, or actions of any kind, whether caused by negligence or otherwise. The Minor Renter agrees to this clause as permitted by law.
26. The Legal Guardian agrees 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 the Legal Guardian(s), the Minor Renter, our heirs, executors, or administrators.
27. 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 Mt. Baker Ski Area, Inc. facilities or services will be in the Superior Courts of Whatcom County.
28. We accept that if any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of this entire Agreement will be severable and remain in effect.

PLEASE TURN OVER AND SIGN THE FRONT OF THIS FORM