



ADULT RENTAL FORM

FOR RENTERS AGE 18 & OVER

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

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	I understand the VIS:
							RENTER INITIALS
LENGTH	INVENT #	BRAND	MODEL	HELMET	POLES	TECH INITIALS	I accept for use the equipment in good condition as listed on this form:
							RENTER 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 you 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 you will NOT be authorized or eligible to use Mt. Baker rental equipment. If you sign this document, BUT make any alterations to it, you are 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

The undersigned renter named in this Agreement ("I") agrees and acknowledges that by using 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, THE RENTER IS SUBJECT TO THE FOLLOWING RULES AND CONDITIONS OF USE BY MT. BAKER SKI AREA, INC. AND AGREES TO THESE TERMS:

RESPONSIBILITIES

1. I ACCEPT RESPONSIBILITY TO:

- ADHERE TO CURRENT SKI AREA AND RENTAL COVID-19 POLICIES and be responsible for my own safety and safety practices. I UNDERSTAND the contagious nature of COVID-19 and that despite precautions I may be at risk for exposure to COVID-19 and I accept this risk.
- BE AWARE OF MY ENVIRONMENT and location.
- EDUCATE MYSELF regarding the mountain environment, including the risks, hazards, and dangers of mountain activities, as well as educate myself 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 MY ACTIONS and how they affect myself and others.
- ACT RESPONSIBLY for my 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.

2. I understand that I MAY BE SERIOUSLY HURT, including fatal injuries, using the facilities or services of Mt. Baker Ski Area, Inc. I ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES INCURRED AND ANY ECONOMIC AND NON-ECONOMIC LOSSES OR DAMAGES INCURRED as a result of my Mt. Baker rental equipment and/or use of any Mt. Baker Ski Area, Inc. facility or service.

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, economic and non-economic losses, damages, illness, and severe personal injury or even death to myself or my 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 I follow instructions or advice. I have had sufficient opportunity to read this entire document and I understand and agree to the responsibilities, purchase terms, and policies of this Release and Rental Agreement. I 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.

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

RENTER's SIGNATURE

DATE

month / day / year

mo / day / yr

3. I understand that any instruction or coaching I may receive is a suggestion, and that **I AM RESPONSIBLE FOR BEING THE SOLE JUDGE OF MY ABILITY**, and am **RESPONSIBLE** for my 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.

4. I understand that **THE USE OF HELMETS IS RECOMMENDED** and that I am **RESPONSIBLE** for this personal choice.

RISKS, HAZARDS, AND DANGERS

5. 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**.

6. **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 the risk of injury or death, 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.

7. **I 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, PROPERTY DAMAGE, AND ECONOMIC LOSS, AND THAT THE ENTIRE SKI AREA EXISTS IN A HAZARDOUS MOUNTAIN ENVIRONMENT.** I understand these risks which, independently or in combination with my 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 myself or others which may result from my own actions or inactions, negligence of others, the condition of the premise, and/or any equipment used. Further, I understand there may be other risks including those not known to me or not reasonably foreseeable at this time including exposure to COVID-19. 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.**

8. I 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 me. **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.

9. 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, 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 I am 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.

10. I understand the nature of skiing, snowboarding, and mountain activities, including riding chair lifts and tows, changing snow conditions, and avalanches.

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

12. I certify that 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.**

13. **I AUTHORIZE AND CONSENT TO ANY FIRST AID**, medical treatment or transport for myself 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

14. 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 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 use of Mt. Baker Ski Area, Inc. facilities or services.

15. 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.

16. For me to be authorized and eligible to utilize rental equipment, I certify that the signature below is that of myself and that I have made no misrepresentation about my identity during the purchase process or on this Release and Rental Agreement.

17. All rental equipment information I have provided to Mt. Baker Ski Area, Inc. is true and correct. **I HAVE MADE NO MISREPRESENTATIONS TO MT. BAKER SKI AREA, INC. ABOUT MY HEIGHT, WEIGHT, AGE OR SKIING/SNOWBOARDING TYPE.** I understand that this information will be utilized to determine equipment and equipment settings. I understand that any rental equipment issued to me is for my use only.

18. I agree 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.

19. 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 is damaged or does not seem to be working properly, I will stop using it immediately and return it for inspection.

20. I 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 my responsibility to ensure that the helmet fit is comfortably snug and that when I fasten the chin strap and shake my head, there is no significant movement of the helmet. If the helmet is damaged or involved in an accident, I will return it for inspection.

21. 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.

22. **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 during the equipment rental. I furthermore agree to return all rental equipment by the agreed date and time in clean condition to avoid any additional charges and/or fees.

23. **I WILL BE RESPONSIBLE FOR THE REPLACEMENT, AT FULL RETAIL VALUE,** of any equipment issued to me 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

24. 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, 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.

25. 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.

26. 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.

27. I 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.