



Alpine Touring Equipment Warning

Assumption of Risk, Liability Release, Indemnity and Hold Harmless Agreement and Agreement Not To Sue

Date: _____

Name: _____		Phone: _____	
Last	First	MI	
Address: _____			
Street: _____			
City: _____		State: _____	Zip: _____
Local Phone: _____			
Skier Type:			
Check One : _____			
Your Weight: _____ lbs.	Your Height: _____ ft. _____ in.	Your Age: _____	
Your Boot: _____	Make/Model: _____	Size: _____	Sole Length (mm): _____
Your Ski: _____	Make/Model/Length: _____	Your Binding: _____	Make/Model: _____
Skier Code (Circle One and Insert at Right)			
A B C D E F G H I J K L M N O P			
Technician Signature: _____		Date: _____	

ACKNOWLEDGMENT

I agree that the weight, height, age and skier type recorded on this form are correct. I understand that this information may be used to select or adjust my equipment, and that any incorrect information may increase my risk of injury. I agree to check all equipment before each use, and that this equipment will not be used if any parts are loose, worn, damaged or missing.

Signature of the Equipment User (If a minor, the signature of a parent, guardian or agent is required)

Date _____

Parent, Guardian or Agent: I verify that I am the parent, guardian or agent of the Equipment User and that I have authority to enter into this Agreement on behalf of the Equipment User and I agree to be bound by the terms and conditions of this Alpine Touring Equipment Warning, Assumption of Risk, Liability Release, Indemnity and Hold Harmless Agreement and Agreement Not To Sue.

Signature of Parent, Guardian or Agent

Date _____

ALPINE TOURING EQUIPMENT WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT and AGREEMENT NOT TO SUE

PLEASE READ CAREFULLY BEFORE SIGNING

- I authorize this shop to perform such work that is necessary to properly mount and/or repair my skis, bindings and/or boots.
- I agree not to use any of the equipment until I have received instruction in its use and have received satisfactory answers to any questions I may have regarding its use and function. If at any time I feel this equipment does not seem to be functioning properly, I will stop using it immediately and return it for inspection and possible repair or adjustment by a qualified technician. I acknowledge that the staff of this shop was available to more fully explain the risks and dangers of these activities and the capabilities and limitations of the equipment.
- I accept and clearly understand and agree that there are inherent dangers and other risks involved in skiing and related activities for which this equipment is being used and that these activities are HAZARDOUS and that injuries, including knee injuries, are common and ordinary occurrences during these activities. I AGREE TO ASSUME ALL RISKS of death, paralysis or of any injury to any part of my body while using this equipment.
- I further agree and understand that the ski-boot-binding system may reduce but does not eliminate the risk of injuries to my knees or any other parts of my body and that the binding WILL NOT RELEASE OR RETAIN at all times where release or retention may prevent injury, and that it CANNOT prevent all injuries to any part of the user's body. I understand and agree that unwanted release or retention are inherent risks of skiing. For Snowboards, Skiboards and Nordic Equipment, I understand that these systems function differently from Alpine ski bindings in that snowboard, skiboard and Nordic bindings WILL NOT RELEASE in falls or accidents. I understand and agree that these systems DO NOT PROTECT against any type of injury and that injuries resulting from these circumstances are inherent risks of the sport.
- I understand that the bindings have been set in accordance with the instructions provided by the manufacturer and that this shop has no further information or responsibility whatsoever regarding the determination of an appropriate setting or the circumstances under which the bindings will or will not release. I am voluntarily using this equipment with full knowledge of the inherent risks and dangers involved and I freely assume any and all risks of injury, paralysis or death that may result. I agree to use this equipment at my own risk. I further understand that this equipment has not been mechanically tested for release.
- I understand and agree that certain risks of skiing may be reduced, but not entirely eliminated, by taking lessons, by following "YOUR RESPONSIBILITY CODE", which is posted at most wintersport areas, and by using reasonable care and common sense.
- I accept the various equipment combinations provided to me "AS IS" and WITH NO WARRANTIES, express or otherwise, beyond those stated in this agreement and in the manufacturer's written limited warranty, if any.
- To the fullest extent allowed by law, I hereby agree to forever RELEASE, INDEMNIFY AND HOLD HARMLESS the ski shop, owners of all the equipment provided to me, as well as all equipment manufacturers and distributors and their affiliates, owners, agents, officers, directors and employees (collectively the "PROVIDERS") FROM ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY for damage, injury or death to myself or to any other person or property which may result while using any equipment listed on this form, whether resulting from NEGLIGENCE or any other cause. I further agree that I WILL DEFEND AND INDEMNIFY them if any claim or action is pursued for any injuries, paralysis, damages or death relating to skiing or any related activities involving the use of this equipment. I further agree to WAIVE ANY RIGHT TO PRESENT ANY LEGAL CLAIM OR SUIT against the PROVIDERS, whether based upon negligence, breach of contract or warranty, strict products liability or any other legal theories and I accept full liability and responsibility for any and all such injuries or damages.
- This document is a LEGALLY BINDING CONTRACT which supersedes any other agreements by or between the parties, and which constitutes the FINAL and ENTIRE AGREEMENT regarding this transaction and this equipment. This agreement is intended to provide a COMPREHENSIVE RELEASE OF LIABILITY which is binding upon and for the benefit of all parties, their heirs, agents and assigns, but is not intended to assert any claims or defenses which are prohibited by law. If any provision of this agreement is deemed invalid or unenforceable, all other provisions shall be given full force and effect. The specific legal rights of the parties may vary among different states and provinces.

I HAVE CAREFULLY READ, UNDERSTOOD and AGREED to the TERMS of this ALPINE TOURING EQUIPMENT WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT and AGREEMENT NOT TO SUE. I AM AWARE THAT THIS IS A LEGALLY-BINDING CONTRACT.

Signature of the Equipment User (If a minor, the signature of a parent, guardian or agent is required)

Date _____

Parent, Guardian or Agent: I verify that I am the parent, guardian or agent of the Equipment User and that I have authority to enter into this Agreement on behalf of the Equipment User and I agree to be bound by the terms and conditions of this Alpine Touring Equipment Warning, Assumption of Risk, Liability Release, Indemnity and Hold Harmless Agreement and Agreement Not To Sue.

Signature of Parent, Guardian or Agent

Date _____