

SPECIAL WARNING AND AGREEMENT TO ASSUME INCREASED RISK, DEFEND, INDEMNIFY AND HOLD HARMLESS, AND RELEASE OF LEGAL LIABILITY REGARDING NON-RECOMMENDED RELEASE RETENTION SETTINGS

Skier Information	Equipment Information
Name: _____ Age: _____	Name of Ski Shop _____
Home Address: _____	Ski Shop Recommended Release Setting: _____
City: _____ State: _____ Zip: _____	Skier's Requested Release Setting: _____
Phone: () _____	

Skier's Reason for Requested Setting: _____ _____ _____

Skier Agreement
I hereby acknowledge that I have requested this shop to make release retention settings on my ski bindings that are not recommended by the manufacturer of the bindings or by any safety or standards organization. I have been advised by this shop, AND I AGREE, that my use of such settings is NOT RECOMMENDED by this shop or by the manufacturer of the ski bindings, and that MY USE OF NON-RECOMMENDED SETTINGS IS LIKELY TO INCREASE THE RISK OF MY BEING INJURED. I understand and agree that lower settings on my bindings will increase the risk of injury due to inadvertent release, and that higher settings on my bindings will increase the risk of injury due to non-release of the ski-binding-boot system. I AGREE TO ASSUME ALL RISKS OF INJURIES OR DEATH that may result from my use of the settings I have requested. As a condition of having the shop set the bindings to a non-recommended setting, I also agree to DEFEND, INDEMNIFY AND HOLD HARMLESS, as well as to RELEASE FROM ANY LIABILITY, this shop, as well as all manufacturers and distributors of this ski equipment, and all of their agents and employees, for any injuries, damages or legal obligations that may arise from any person's use of this equipment. If this equipment is used by someone other than me, I certify that I am acting on my behalf and as agent for the user and that I will provide this form and all warnings and information to the user. This agreement is intended to provide a COMPREHENSIVE RELEASE OF ALL LEGAL LIABILITY which is binding upon and for the benefit of all parties, their heirs, agents and assigns, but it is not intended to assert any claims or defenses that are prohibited by law. If any part of this agreement is held to be invalid or unenforceable, the remainder shall be given full force and effect. The specific legal rights of the parties may vary among different states and provinces. READ AND UNDERSTAND THIS CONTRACT BEFORE SIGNING IT! Skier's Signature: _____ Date: _____ Parent or Guardian's Signature for Minor: _____ Date: _____ Shop Manager's Signature: _____ Date: _____ Note: Use this form in addition to the standard Retail or Rental Workshop Form.