



# GEAR UP

## Snow Sports Equipment Rental Agreement

RE 6236

# of Days \_\_\_\_\_  
 Date Out \_\_\_\_\_  
 Return Date \_\_\_\_\_

HoliMont • Ellicottville, NY • 716-699-5582

Please Print

Name \_\_\_\_\_ Home Phone ( ) \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**THIS INFORMATION IS USED TO SET THE RELEASE/RETENTION VALUES FOR YOUR BINDINGS. PLEASE BE ACCURATE**

FIRST NAME	(1)	(2)	(3)	(4)	Cash <input type="checkbox"/>	Charge <input type="checkbox"/>
USER TYPE					Deposit	
WEIGHT	lbs.	lbs.	lbs.	lbs.	Returned Deposit	Yes <input type="checkbox"/> No <input type="checkbox"/>
AGE/HEIGHT	yrs. ht.	yrs. ht.	yrs. ht.	yrs. ht.	Rental Charge	
SKI/BOARD SIZE					Sales Tax	
BOOT SIZE					Damage Waiver Insurance	
					Sub Total	
POLE SIZE					Sales Tax	
OTHER EQUIPMENT					Total	
BINDING SETTINGS	LT	RT	LT	RT	LT	RT
	LH	RH	LH	RH	LH	RH
TECH INIT					Rental equipment must be returned no later than 4:30 pm on the day the rental is due. An additional daily rental charge will be due for rentals not returned on due date. No refund will be made under any circumstances.	

I accept for use the snow sports equipment listed on this form and accept full responsibility for the care of this equipment. For the purpose of this rental agreement snow sports equipment shall include but not be limited to: skis, snow boards, cross country skis, snow shoes, Telemark skis, helmets or any other type of snow sports equipment available for rent at GEAR UP, HoliMont, NY. I also understand that the binding release/retention values will be set on the basis of my height, weight, skier classification and age, and I verify the accuracy of all information provided by me or on my behalf in connection with this equipment rental. I understand and am aware that all snow sports, including those which the equipment I am renting apply to, are **HAZARDOUS** and that the use of snow sports equipment involves risk of injury to any and all parts of the user's body. I have read and understand the statements describing the risks inherent in all snow sports, including skiing and snow boarding, as well as the statements concerning the responsibilities of persons using snow sports equipment, which are outlined on the "warnings to skiers" and "skiers responsibility" signs posted throughout the HoliMont snow sports area and I agree to freely and expressly assume each of those risks. I understand that I will be instructed on the use and function of the snow sports equipment. I understand I may ask the rental shop technicians whatever questions I may have about the equipment. I agree not to accept the equipment until all of my questions have been answered to my satisfaction. I understand that all or part of the equipment I am renting may form part of a ski-boot-binding system which will **NOT RELEASE** at all times, or under all circumstances, and that it is not possible to predict every situation in which it will or will not release, and that its use cannot guarantee the users safety and freedom from injury while using the equipment. I agree and understand that the ski-boot-binding system does **NOT ELIMINATE THE RISK** of injuries to any part of the users' body. I also understand and accept that helmets will not prevent all injuries to my head and neck. I agree to check the snow sports equipment before each use, and I agree not to use the equipment if any parts are worn, damaged or missing. I understand that the rental shop will exchange or adjust this equipment at any time, free of charge, and I agree not to make any adjustments of my own. It is understood that the rental equipment is to be used for normal recreational snow sports use only, and that if the equipment is not returned on the last day of this agreement in as good condition as when rented (wear and tear due to normal recreational use excepted), I am responsible to pay in cash for repair charges, further rental charges, or replacement at full retail value, unless I have purchased damage waiver insurance at the time of rental. If the rental equipment is lost or stolen I agree to pay in cash the full retail value of the equipment. I hereby agree to accept the terms and conditions of this contract. This document constitutes the final and entire agreement between the rental shop and the undersigned. This rental shop, itself, provides **NO WARRANTIES**, express or implied, and the snow sports equipment is accepted as is. To the fullest extent possible by law, I agree to **RELEASE FROM LIABILITY** and to **INDEMNIFY AND HOLD HARMLESS**, all manufacturers and distributors of the equipment provided to me under this agreement. I have carefully read this agreement and fully understand its contents. I am aware this is an acknowledgment of risk and a contract between myself and the rental shop, and I sign it of my own free will.

Users Signature (1) \_\_\_\_\_ Users Signature (2) \_\_\_\_\_

Users Signature (3) \_\_\_\_\_ Users Signature (4) \_\_\_\_\_