

# Eaglecrest Snowsport School & Rental Agreement

Sitka Young Life Group



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Student Name: \_\_\_\_\_ Age: \_\_\_\_\_

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Parent(s)/Guardian Name: \_\_\_\_\_

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Mailing Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

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Home phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

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**Snowsport:** *I plan on (select one)*

- Skiing  
 Snowboarding

**Equipment Use:** *Young Life will rent equipment to ensure it fits well and works correctly. (select one)*

- Eaglecrest Rental  
 I will use my own equipment and DO NOT intend to rent from Eaglecrest

**Lessons:** *Young Life recommends all beginning skiers/boarders take lessons. To facilitate this Sitka Young Life will arrange for and purchase lessons from Eaglecrest for all campers who believe they could benefit from them. (select one)*

- I would like to take lessons  
 I waive the opportunity to take lessons.

**Ability Level:** *My skiing/boarding ability is best described as: (select one)*

- Beginner:** I have never skied/boarded or have done so only a few times  
 **Intermediate:** I ski/board frequently and can do so competently  
 **Advanced:** I have skied/boarded for years and do so very well.

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***Please carefully read all of the following and sign on the back side of this page. You must have this form signed by parents and student in order and turned into Sitka Young Life before departure in order to participate in any snowsport sponsored by Sitka Young Life at Eaglecrest Ski Resort.***

## **WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT and AGREEMENT NOT TO SUE.**

Under Alaska law, the risk of an injury to person or property resulting from any of the inherited dangers and risks of skiing/boarder rests with the skier/boarder. Inherent dangers and risks include changing weather conditions; existing and changing snow conditions; bare spots, rocks, stumps and trees; collisions with natural objects, man made objects, or other skiers; variations of terrain; and the failure of skiers/boarder to ski/ride within their abilities.

I understand and agree that skiing, snowboarding and related activities are HAZARDOUS and that injuries are common and ordinary occurrences during these activities. I AGREE TO ASSUME ALL RISKS of death or of injury to any part of the user's body. I hereby release Eaglecrest Ski Area, their officers, directors, employees, agents and assigns from and all claims and liabilities (including costs and attorney's fees) arising out of or in connection with my participation in this activity. If the participant is under 18, the undersigning parents or guardians do hereby agree to indemnify and hold harmless Eaglecrest Ski Area, their officers, directors, employees, agents and assigns from any and all claims and liabilities (including costs and attorney's fees) arising out of or in connection with the participation by the minor in this activity.

*Finish reading and sign on page 2.*

**Equipment Rental from Eaglecrest:** I accept full responsibility for the equipment rented from Eaglecrest Ski Area for me by Sitka Young Life. I promise to return all equipment clean and undamaged by the agreed time and date, and if I fail to do so, I will personally pay for its repair, cleaning or replacement at the full retail rate, as determined by the shop, as well as for the full rental value of any additional days.

I agree to check rental equipment before each use; and if at any time this equipment does not seem to be working properly, I will stop using it immediately and return it for inspection and possible repair or adjustment. I understand that proper bindings settings or stance depend upon the accuracy of my statements about weight, height, age, skier type and stance, and will work with Eaglecrest Rental Shop agents to insure a proper and accurate fitting and full understanding of how the equipment functions.

**For Alpine Ski Equipment:** I understand that the ski-boot-binding system is designed to release the boot from the ski when certain forces on the system reach preset values, but that the binding WILL NOT RELEASE OR RETAIN at all times where release of retention may prevent injury, and that it CANNOT prevent all injuries to any part of the user's body. I understand and agree they lower settings on my bindings will increase releaseability but also increase the risk of injury due to inadvertent release, that higher settings on my bindings will increase retention but also increase the risk of injury due to non-release, and that injuries due to 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, skiboards 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 any injuries resulting from these circumstances are inherent risks of the sport.

I understand and agree that certain risks of skiing and snowboarding may reduce, 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 further understand that a leash or other runaway prevention systems must be used with all skis and snowboards at all times, including while riding lifts and while carrying boards on or near a slope, in order to reduce the risk of injury to others.

To the fullest extent allowed by law, I hereby agree to forever RELEASE AND HOLD HARMLESS this snowsport shop, and all manufacturers and distributors of this equipment, as well as their owners, agents, employees and affiliated companies, from ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY for any injuries, damages or death to any user of any equipment as well as their owners, 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, damages or death relating to skiing, snowboarding or any related activities involving the use of this equipment.

I accept rental equipment "AS IS" and with NO WARRANTIES express or implied, beyond those stated in this agreement.

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 ALL LEGAL 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 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.

***I have carefully read, understood and agreed to the terms of this warning, assumption of risk, liability release, indemnity and hold harmless agreement not to sue. I am aware that this is a legally binding contract.***

X \_\_\_\_\_  
Student Signature Date

X \_\_\_\_\_  
Parent/Guardian Signature Date