

HELMET RENTAL
RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

READ BEFORE SIGNING! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.

I, THE UNDERSIGNED, AM AWARE THAT BY SIGNING THIS RELEASE I AM WAIVING CERTAIN LEGAL RIGHTS AND ENTER INTO THIS LEGAL CONTRACT ON MY OWN FREE WILL. THIS CONTRACT SHALL BE LEGALLY BINDING UPON ME, MY HEIRS, MY ESTATE, ASSIGNS, LEGAL GUARDIANS AND MY PERSONAL REPRESENTATIVES AND IN THE EVENT THAT I AM SIGNING ON BEHALF OF ANY MINORS, THAT I HAVE FULL AUTHORITY TO DO SO, REALIZING ITS BINDING EFFECT ON THEM AS WELL AS MYSELF. I AGREE UNCONDITIONALLY TO ALL TERMS AS OUTLINED BELOW:

I understand that skiing, snowboarding, snow tubing and using ski area facilities, including the lifts (Recreational Snow Sports) involve inherent and other risks of **INJURY and DEATH**. I agree to expressly assume all risks of injury or death that may result from Recreational Snow Sports, or which relate in any way to the use of this equipment.

I understand that a helmet designed for Recreational Snow Sports use will help reduce the risk of some types of injuries to the user. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn. I understand that no helmet can protect the user against every foreseeable impact to the head, and that Recreational Snow Sports present situations which surpass the limits of protection offered by this helmet.

I understand that this helmet does not protect against trauma to any other part of my body, including my neck and spine, and that these limitations are **INHERENT RISKS** of any activity in which this helmet will be used.

I RELEASE, HOLD HARMLESS, DEFEND, AND INDEMNIFY Perfect North Slopes, Inc., its employees, owners, affiliates, agents, lessors, lessees, shareholders, officers, directors, Smith Optics, their distributors and successors in interest (collectively Providers), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the Recreational Snow Sports for which the equipment is provided, or which is related in any way to the use of this equipment, including all liability which results from the **NEGLIGENCE** of Providers or any other person or cause. In the event that I am signing on behalf of any minors, I agree to indemnify, defend and hold harmless Perfect North Slopes, Inc. and all of its owners, officers, members, agents and employees, its lessors and lessees for any claim, suit, expense or loss which arises out of the participation or presence of minor at Perfect North Slopes. I further agree to defend and indemnify providers for any loss or damage, including any that results from claims or lawsuits for personal injury or death, and property loss and damage related in any way to the use of this equipment.

I ACCEPT FOR USE "AS IS" THE HELMET RENTED AND UNDERSTAND THAT IN ORDER TO FUNCTION AT ITS FULL CAPACITY, THIS HELMET MUST FIT CORRECTLY, AND I AGREE THAT THE PROVIDER HAS SUPPLIED A HELMET THAT PROPERLY FITS ME. When I fasten the chinstrap and shake my head there is no significant movement of the helmet, and at rest it feels comfortably snug. I fully understand all instructions on the correct use and function of the helmet.

I agree not to transfer the helmet for use by any other person. In the event the undersigned does transfer the helmet in violation of this agreement, he/she agrees to indemnify Providers against any claim, demand, losses, or damages arising out of the injury of property damage through use of said equipment. This Agreement shall be binding and may be plead as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the undersigned or any user.

In the event of any incident while wearing the helmet or damage otherwise inflicted upon the helmet, I agree to immediately cease use, return it to Perfect North Slopes, Inc. Rental Dept. and provide a written report describing the incident.

I agree to return this helmet to the Perfect North Slopes, Inc. Rental Dept. in clean condition, and understand that I am responsible and will be held accountable for the full retail value of the helmet if I fail to return it. I recognize my responsibility to pay for any repairs if the helmet is damaged beyond normal wear and tear during my rental period.

This document is a legally binding contract which supersedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability, but it is not intended to assert any claims or defenses which are prohibited by law. Any provision of this agreement and release which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect. I further agree that any claim I may bring against Perfect North Slopes, Inc. shall be filed in the State of Indiana and I further agree that only the laws of the State of Indiana shall apply in the construction or application of this agreement.

User Name: _____	Email: _____	Phone: _____	
City: _____	State: _____	Zip: _____	Age: _____
Signature: _____	Printed Name: _____	Date: _____	
<small>Parent/Guardian Signature Required if under 18</small>			