



# Equipment Rental Agreement

**Definitions:** RENTER - means the individual using the rental equipment. UNDERSIGNED - includes the RENTER, and when the RENTER is a Minor it includes such Minor RENTER's parent or legal guardian signing on behalf of himself/herself and on behalf of the Minor RENTER. PNS – Perfect North Slopes, Inc.

## EQUIPMENT RENTAL AGREEMENT

I, the UNDERSIGNED, will accept the responsibility for the use and care of the rental equipment and agree that:

- I will not use any rental equipment until I have received instruction on its use and fully understand the equipment's use and function.
- I will accept the rental equipment for use as-is, and care for it while it is in my possession.
- I will reimburse PNS, based on full retail value, for any loss, damage or unreasonable wear & tear of the rental equipment.
- I will use the rental equipment only for the purpose of participating in recreational snow sports activities.
- I will not remove the rental equipment from PNS premises.
- I will not allow anyone else to use the rental equipment issued to me.
- I will not use ski boots for snow tubing.
- I will stop using the rental equipment if it is not functioning properly and immediately return it for inspection, repair, adjustment, or replacement.
- I will stop using a rental helmet immediately, return it, & make a written report if there is 1) an incident while wearing the helmet or 2) the helmet is damaged.

### **Inherent Risks and Limitations of Rental Equipment:**

- As a RENTER of ski rental equipment, I, the UNDERSIGNED, understand there are **injury-prevention limitations of ski bindings**. I understand that although adjustments may be made, ski bindings will not release under all circumstances, nor is it possible to predict every situation in which they release, and are no guarantee of my safety. I further understand that ski bindings do not reduce the risk of any type of injury. I understand that providing inaccurate information regarding my height, weight, age, or skier type may increase risk of injury or death.
- As a RENTER of snowboard rental equipment, I, the UNDERSIGNED, understand there are **injury-prevention limitations of snowboard boot-binding systems**. I understand that snowboard boot-binding systems will not ordinarily release during use, nor are they specifically designed or intended to release as a result of forces during ordinary operation, and are therefore no guarantee of my safety.
- As a RENTER of a rental helmet, I, the UNDERSIGNED, understand there are **injury-prevention limitations of helmets**.
  - I understand that a helmet may help reduce or mitigate the severity of head injuries, but is no guarantee of my safety.
  - I understand that 1) a helmet has a limited shock absorption capability; 2) even when a helmet is worn, serious injury or death can result from both low and high-energy impacts, and 3) a helmet will not protect me against the unavoidable and inherent risks in recreational snow sports.
  - I understand 1) that the helmet does not protect against trauma to any other part of my body, including but not limited to my neck, face, and spine; and 2) that these limitations are unavoidable and are inherent risks of any activity in which the helmet will be used.
  - I understand that in order to function at its full capacity, the helmet must fit correctly. I understand that 1) when I fasten the chinstrap and shake my head there should be no significant movement of the helmet and 2) at rest, the helmet should feel comfortably snug. I assert that I will not accept the rental helmet unless I am satisfied that it does fit correctly.

**Acknowledgement of Understanding:** I, the RENTER or the Parent/Legal Guardian of the Minor RENTER, certify the following by my signature:

- I understand that RSS have inherent risks which 1) can result in injury or death and 2) cannot be eliminated; I recognize, understand, and freely assume those inherent risks including those that are related in any way to the use of rental equipment.
- I understand that equipment designed to reduce the incidence of injuries does not guarantee safety.
- I understand that Ski and Snowboard Bindings as well as helmets can malfunction and have limited injury-prevention value.
- I fully understand the limitations, function, and instructions regarding the correct use of the rental equipment.
- I agree to make no misrepresentations of my height, weight, age, or skier type, and understand that providing inaccurate information may increase my risk of injury or death.
- I agree that if any part of this agreement is found to be invalid or unenforceable, the remainder shall be given full force and effect. I further agree that only the laws of the State of Indiana shall apply in the construction or application of this agreement and that any legal action must be brought in the Circuit or Superior Court of Dearborn County or the United States District Court for the Southern District of Indiana.
- I have full legally binding authority and understand that these agreements are legally binding on myself and/or the Minor RENTER.

**I have read both this Equipment Rental Agreement and the signed Assumption of Risk/Waiver of Liability/Indemnification Agreement and fully understand the effect of these agreements. 1) I agree to the terms of these agreements; 2) I understand that the signed Assumption of Risk/Waiver of Liability/Indemnification Agreement also applies to the use of PNS rental equipment; and 3) I understand that I am releasing legal rights of mine and/or the Minor RENTER.**

I further acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of all liability for myself and/or the Minor RENTER** due to 1) **negligence** by PNS and its owners, directors, officers, employees, members, lessors, lessees, volunteers, independent contractors, equipment providers, and agents; and/or 2) the **inherent risks** of RSS activities and the use of PNS rental equipment, to the greatest extent allowed by law in the State of Indiana. *Further, I assert that 1) I have explained the risks of RSS activities and use of rental equipment at PNS to the Minor RENTER; 2) he/she understands this Agreement; and 3) by our signatures below, we knowingly accept and assume the inherent risks of RSS activities and the risks of using rental equipment.*

\_\_\_\_\_  
Name of RENTER (Please Print)

\_\_\_\_\_  
Signature of RENTER

\_\_\_\_\_  
Date

\_\_\_\_\_  
PARENT/LEGAL GUARDIAN of Minor RENTER (Please Print)

\_\_\_\_\_  
Signature of PARENT/LEGAL GUARDIAN of Minor RENTER

\_\_\_\_\_  
Date