

**HEAD TYROLIA EQUIPMENT RENTAL FORM (PLEASE PRINT CLEARLY)**

Last Name: \_\_\_\_\_ First name: \_\_\_\_\_

Address/City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Age: \_\_\_\_\_ Helmet \_\_\_\_\_ Technician's Signature: \_\_\_\_\_

I understand how this equipment works and have received proper instruction and satisfactory answers to any questions. I agree to report any accidents, injuries, or damage involving this equipment to the shop immediately, and if at any time this equipment does not seem to be working properly, I will stop using it and return it for inspection and possible corrective action. If this equipment is to be used by someone other than me, I certify that I am acting as agent, parent or legal guardian for the ultimate user and that I will provide this form and all other warnings and information to the ultimate user. I have read, understood and agreed to all terms and conditions on the reverse side of this form.

I accept full financial responsibility for the equipment listed on the form and promise to return it clean and undamaged by the agreed time and date. If I fail to do so, I agree to pay for its repair, cleaning or replacement at the full retail rate, as determined by the shop, as well as for the rental value of any additional days.

(For release bindings only: I have confirmed that the binding release/retention setting numbers on the bindings correspond to the "Final Indicator Setting" stated on this form. I understand that correct weight, height, age and skier type are essential to proper adjustment of the release/retention settings, and I certify that all user information on this form is correct.)

Signature of User: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian's Signature if user is a minor \_\_\_\_\_ Date: \_\_\_\_\_

**WARNING, LIABILITY RELEASE, IDEMNITY AGREEMENT AND ASSUMPTION OF RISK AGREEMENT**

**PLEASE READ CAREFULLY**

I understand and agree that skiing, snowboarding, skiboarding and related activities are HAZARDOUS and that injuries are common and ordinary occurrences during these activities. I AGREE TO ASSUME ALL RISKS OF INJURY OR DEATH which may result from these activities.

(Please Initial \_\_\_\_\_ )

If a HELMET is being furnished, I understand that no headgear can protect against all foreseeable impacts, that skiing and snowboarding can expose the user to forces which exceed the limits of protection offered by this helmet, that helmets do not guard against injury to the neck, spine, face or any other part of the body, and that these features are inherent risks of using this equipment. Helmets must be properly fitted to each user, and I agree that this helmet has been properly fitted by the provider. I warrant that the helmet is comfortably snug and that when I fasten the chin strap and shake my head there is no significant movement of the helmet, I agree if the helmet is damaged or involved in any kind of accident, I will stop using it immediately, return it to the shop and report the accident or damage.

To the fullest extent allowed by law, I hereby RELEASE this shop, all manufacturers and distributors of this equipment, and all of their agents, employees, officers, directors, owners and affiliated companies ("released parties"), from ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY for any injuries, damages or death to any user of any equipment listed on this form, whether caused by NEGLIGENCE or any other cause. I further agree that I WILL NEVER SUE the released parties, and that I WILL DEFEND AND INDEMNIFY the released parties if any claim or action is pursued for any injuries, damages or death relating to skiing, snowboarding, skiboarding or any related activities involving the use of this equipment.

(Please Initial \_\_\_\_\_ )

I accept this equipment "AS IS" and with NO WARRANTIES, express or implied, beyond those stated herein and in the manufacturers or distributors written limited warranty.

This document constitutes the FINAL AND ENTIRE AGREEMENT regarding this transaction and this equipment, it is binding upon the heirs, successors and assigns of all parties, and it supersedes any and all other documents or oral statements. If any part is found to be invalid or unenforceable, the remainder shall be given full force and effect.

THIS IS A CONTRACT which provides a COMPREHENSIVE RELEASE OF LIABILITY, but it is not intended to assert any claims or defenses that are prohibited by law. The specific legal rights of the parties may vary in different states and provinces.

**READ CAREFULLY BEFORE SIGNING**

Signature of User: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian's Signature if user is a minor \_\_\_\_\_ Date: \_\_\_\_\_