



**PAOLI
PEAKS**
SKI RIDE TUBE
HELMET RENTAL & LIABILITY RELEASE

PLEASE PRINT CLEARLY

Customer full name: _____

	Size	Number	Technician's Initials.	Date Out	Date In
Helmet					

X

SIGNATURE OF USER, AGENT (PARENT OR GUARDIAN, IF A MINOR) _____ **DATE** _____

I understand and agree that skiing, snowboarding, ski boarding 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

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 that 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 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, ski boarding or any related activities involving the use of this equipment.

Please Initial

I accept this equipment "**AS IS**" and with **NO WARRANTIES**, expressed or implied, beyond these stated herein and in the manufacturer's or distributor's written warranty.

This document constitutes the **FINAL AND ENTIRE AGREEMENT** regarding this transaction and the equipment, it is binding upon the heirs, successors 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.

X

SIGNATURE OF USER, AGENT (PARENT OR GUARDIAN, IF A MINOR) _____ **DATE** _____