Sundown Mountain Retail Agreement and Release of Liability

PLEASE READ CAREFULLY BEFORE SIGNING

I understand that the sports of skiing, snowboarding, skiboarding, snowshoeing and other ports (collectively “RECREATIONAL SNOW SPORTS”) involve inherent and other risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death that may result from these RECREATIONAL SNOW SPORTS, or which relate in any way to the use of this equipment.

I understand that the binding system cannot guarantee the user’s safety. In downhill skiing, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding, cross-county skiing, skiboarding, snowshoeing and other sports utilizing equipment with not-release bindings, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

I agree that I will release this ski shop from any and all responsibility or liability for injuries or damages to the user of the equipment listed on this form, or to any other person. I agree not to make a claim against or sue this ski shop for injuries or damages relating to skiing and/or the use of this equipment.

Signing on behalf of myself, I AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS the equipment rental facility, its employees, owners, affiliates, agents, officers, directors, and the equipment manufacturers and distributors and their successors in interest (collectively “PROVIDERS”), from all liability for injury, death, property loss and damage which results from the equipment user’s participations in the RECREATIONAL SNOW SPORTS for which the equipment is provided, of which is related in any way to the use of this equipment, including all liability which results from the alleged NEGLIGENCE of PROVIDERS, or any other person of cause. Signing on behalf of another (as parent or legal guardian), I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS the rental equipment facility, its employees, owners, affiliates, agents, officers, directors, and the equipment manufacturers and distribution and their successors in interest (collectively 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 alleged NEGLIGENCE of PROVIDERS, or any other person or cause.

I hereby agree to accept the terms and conditions of this contract. This document constitutes the final and entire agreement between this tuning shop and the undersigned. This tuning shop, itself, provides no warranties, express or implied, and this equipment is accepted “AS IS”.

I have carefully read this agreement and release of liability and fully understand its contents. I am aware that this is a release of liability and a contract between myself and this tuning shop and I sign it of any own free will.

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User’s signature

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Parent’s signature if user is a minor