

EQUIPMENT EXPRESS PASS RENTAL FORM



1700 Mount Seymour Road
North Vancouver, BC
Canada V7G 1L3
604-986-2261
www.mountseymour.com

EEP # _____

Today's Date

| | | |
|----|----|----|
| MM | DD | YY |
|----|----|----|

Cashier: _____ Time: _____

PLEASE PRINT CLEARLY IN PINK AREA

| | | | |
|---------------------|--|----------------------|-------------|
| Last Name Purchaser | | First Name Purchaser | |
| Local Address | | | |
| City | | Prov. / State | Postal Code |
| Email | | Cell Phone | Home Phone |

| | | | | |
|----------------------|--|---------------|---------------------|-----|
| Skier Type ("X" One) | <input type="radio"/> I <input type="checkbox"/> II <input type="checkbox"/> III | User's Weight | User's Height | Age |
| | | _____ lbs. | _____ ft. _____ in. | _ _ |
| User's Name _____ | | _____ kg | _____ cm | _ _ |

I HAVE READ THE RELEASE OF LIABILITY & WAIVER AGREEMENT ON THE BACK OF THIS FORM. I VOLUNTARILY AGREE TO THE TERMS OF THAT AGREEMENT.

PURCHASER'S INITIALS

| Equipment Rentals | Ski | Snowboard |
|-------------------|-----|-------------|
| Boot Code | | |
| Boot Size | | |
| Length | | |
| Binding | DIN | STANCE/SIZE |

Accessory Rentals

| | | |
|---------------------------------|--|--|
| <input type="checkbox"/> Helmet | | |
| <input type="checkbox"/> Jacket | | |
| <input type="checkbox"/> Pants | | |

Skier Code Boot Sole Length

Technician Name: _____

Signature: _____

COMMENTS:

| WEIGHT LBS / KILOS | HEIGHT FT"IN" / METRES | S K I E R S C O D E | INITIAL TOE / HEEL INDICATOR BY BOOT SOLE LENGTH | | | | | | | |
|---------------------------------|------------------------------|--|---|-----------|-----------|-----------|-----------|-----------|-----------|--------|
| | | | column # | | | | | | | |
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | boot / sole length (mm) | | | | | | | |
| | | | < 230 | 231 - 250 | 251 - 270 | 271 - 290 | 291 - 310 | 311 - 330 | 331 - 350 | > 351 |
| 22 - 29 lbs. 10 - 13 kilos | | A | 3/4 | 3/4 | | | | | | |
| 30 - 38 lbs. 14 - 17 kilos | | B | 1 | 3/4 | 3/4 | | | | | |
| 39 - 47 lbs. 18 - 21 kilos | | C | 1 1/2 | 1 1/4 | 1 1/4 | 1 | | | | |
| 48 - 56 lbs. 22 - 25 kilos | | D | 2 | 1 3/4 | 1 1/2 | 1 1/2 | 1 1/4 | | | |
| 57 - 66 lbs. 26 - 30 kilos | | E | 2 1/2 | 2 1/4 | 2 | 1 3/4 | 1 1/2 | 1 1/2 | | |
| 67 - 78 lbs. 31 - 35 kilos | | F | 3 | 2 3/4 | 2 1/2 | 2 1/4 | 2 | 1 3/4 | 1 3/4 | |
| 79 - 91 lbs. 36 - 41 kilos | | G | | 3 1/2 | 3 | 2 3/4 | 2 1/2 | 2 1/4 | 2 | |
| 92 - 107 lbs. 42 - 48 kilos | ≤ 4'10" ≤ 1.48 | H | | | 3 1/2 | 3 | 3 | 2 3/4 | 2 1/2 | |
| 108 - 125 lbs. 49 - 57 kilos | 4'11" - 5'1" 1.49 - 1.57 | I | | | | 4 1/2 | 4 | 3 1/2 | 3 1/2 | 3 |
| 126 - 147 lbs. 58 - 66 kilos | 5'2" - 5'5" 1.58 - 1.66 | J | | | | | 5 1/2 | 5 | 4 1/2 | 4 |
| 148 - 174 lbs. 67 - 78 kilos | 5'6" - 5'10" 1.67 - 1.78 | K | | | | | | 6 1/2 | 6 | 5 1/2 |
| 175 - 209 lbs. 79 - 94 kilos | 5'11" - 6'4" 1.79 - 1.94 | L | | | | | | | 7 1/2 | 7 |
| ≥ 210 lbs. ≥ 95 kilos | ≥ 6'5" ≥ 1.95 | M | | | | | | | | 8 1/2 |
| | | N | | | | | | | 10 | 9 1/2 |
| | | O | | | | | | | | 11 1/2 |
| | | P | | | | | | | | 12 |

EEP Entered Name: _____ Signature: _____ Date: _____

Your EEP # is _____
Phone 604-986-2261 Local 250
Email: eep@mountseymour.com
Visit: mountseymour.com/eep

To reserve, we need your:
1) EEP#
2) Name
3) Skiing or Snowboarding

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

**BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Initial

TO: MT. SEYMOUR RESORTS LTD.

and its directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, equipment manufacturers, equipment distributors, successors and assigns, (all of whom are hereinafter collectively referred to as "THE RELEASEES").

RENTAL AGREEMENT

- I accept full responsibility for the care of the rental equipment ("the Equipment") listed on this Equipment Express Pass Rental Form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned daily or at agreed return date for any pre-approved off hill rentals.
- I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer questions I may have as to the proper use of the Equipment.
- [DOWNHILL SKI EQUIPMENT ONLY] I have made no misrepresentation in regard to my height, weight, age or skier type. (This information is required in order to properly adjust the ski boot/binding settings). I agree to inform the rental technician of any changes to the above information during this season. I agree to verify that the settings appearing in the visual indicator windows on the bindings correspond with the settings to be recorded on this form.

ASSUMPTION OF RISKS

I am aware that skiing, snowboarding, x-country skiing, skiboarding, snowshoeing and snow tubing involve risks, dangers and hazards and that injuries are a common and ordinary occurrence in these sports.

SKIING I understand that the ski boot/binding system on this Equipment may not release during every fall or may release unexpectedly. The ski boot/binding system is no guarantee that the user will not be injured.

SNOWBOARDING, X-COUNTRY, SNOWSHOEING I understand that the boot/binding system is not designed or intended to release and will not release under normal circumstances. I understand that as the boot/binding system is a non-release system, this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

HELMETS I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user at slower speeds. I recognise that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the rental of the Equipment, I hereby agree as follows:

- I AGREE TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees and TO RELEASE THE RELEASEES from any and all liability for any damage, expense or injury including death that I may suffer, or that my next of kin may suffer, resulting from or arising out of any aspect of my use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE *OCCUPIERS LIABILITY ACT*, R.S.B.C. 1996, c.337, in respect of the selection, maintenance of the Equipment or in respect of the provision or failure to provide any warnings, directions or instructions as to the use of the Equipment or the risks, dangers and safety and hazards of skiing and snowboarding.

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property or personal injury to any third party, resulting from my use of the Equipment;
- This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

| |
|--------------------|
| Signature of User |
| Print Name of User |
| Date |

| |
|--|
| Signature of Purchaser (If different from User) |
| Print Name of Purchaser |
| Signature of Technician |

Privacy Notice

As of January 1, 2004, Federal legislation known as Bill C-6 Personal Information and Electronic Documents Act (PIPEDA) is law and is applicable to all businesses who handle sensitive personal information. Given that you have freely shared personal information with us relative to serving your needs, we conclude that **Consent** has implicitly given for the collection, use and limited disclosure of that information as required in fulfilling our service to you. Please call us if you have any questions regarding this policy or it's implications for you. A full copy of our Privacy Policy can be viewed at the Rental Office.