



## **Ski and Snowboard Rental Waiver Instructions**

PLEASE NOTE: THE PURCHASER MUST BE AT LEAST 19 YEARS OF AGE TO COMPLETE THIS FORM.

IF THE USER IS UNDER 19, THE PARENT/ LEGAL GUARDIAN MUST ACT AS THE PURCHASER AND MUST SIGN AND COMPLETE THIS FORM BEFORE THE PARTICIPANT ARRIVES FOR THEIR LESSON AND/OR RENTALS.

GOVERNMENT ISSUED PHOTO I.D. AND/OR A CREDIT CARD MUST BE PROVIDED WHEN CHECKING IN ON THE DAY OF THE LESSON AND/OR RENTALS.

THIS IS A FILLABLE FORM, **DOWNLOAD** THE FORM BEFORE COMPLETING.

ONCE DOWNLOADED, COMPLETE ALL REQUIRED FIELDS PRIOR TO PRINTING **IN COLOUR**, INCLUDING:

1. Date of your rental using 6 characters MM DD YY.
2. Purchaser's First & Last Name, Local Address, Email address and Local Phone number.
3. User's Name, Weight in lb's or kg, Height in feet/inches or cm and Age.
4. If the user is skiing choose the "Skier Type" by indicating with an "X". Those who are snowboarding do not need to complete the "Skier Type".
  - **Type I** are skiers who ski cautiously on gentle terrain and are usually beginners. They prefer their bindings to release early in the event of a fall.
  - **Type II** skiers prefer a variety of speeds and terrain and most recreational skiers fit this type.
  - **Type III** skiers prefer to ski aggressively on steep and varied terrain and prefer decreased releasability in the event of a fall.
5. **PRINT THE FORM IN COLOUR.** If the form is not printed in colour, it will not be accepted. Once the form has been printed, the remaining fields need to be completed by hand.
6. After reading and agreeing to the terms of the Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, on the back of the form, please complete the following:
7. Page 1. Purchaser's Initials in the Yellow Box located below the Purchaser and User information.
8. Page 2. Purchaser's Initials at the top right hand side in the Yellow box.
9. If the User is **OVER** the age of 19, they can sign, print their name and record the current date in the appropriate fields marked "USER" located at the bottom of the waiver (left side).
10. If the User is **UNDER** the age of 19, the Purchaser must sign, print their name and record the current date in the appropriate fields at the bottom of the waiver (right side).



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# EQUIPMENT RENTAL FORM

Today's Date **563701**

**Purchaser Must be  
19 Years of Age and  
Provide I.D.**

MM	DD	YY
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RSP #

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Cashier: \_\_\_\_\_ Time: \_\_\_\_\_

**ALL RENTALS MUST BE RETURNED BY 10 PM TODAY  
SWITCHING SPORTS WILL INCUR A \$10 FEE FOR CHANGING RENTAL EQUIPMENT**

## PURCHASER INFORMATION

If visiting Vancouver, please list the local address & phone number of where you are staying

PURCHASER First Name		PURCHASER Last Name	
Local Address			
City		Province	Postal Code
Email		LOCAL Phone Number	

## USER INFORMATION

User's Name			<b>SKIER TYPE (skiers only)</b>  Mark an "X" <span style="border: 1px solid black; border-radius: 50%; padding: 2px 10px;">I</span> <span style="border: 1px solid black; padding: 2px 10px;">II</span> <span style="border: 1px solid black; border-radius: 50%; padding: 2px 10px;">III</span>
User's Weight	User's Height	Age	
_____ lbs.	_____ ft. _____ in.	_____	
_____ 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
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## Equipment Rentals

<input type="checkbox"/> PACKAGE	SKI #	S/B #
	SKI SIZE	S/B SIZE
<input type="checkbox"/> ONLY	BOOT #	BOOT #
	BOOT SIZE	BOOT SIZE

## Accessory Rentals

<input type="checkbox"/> HELMET		
<input type="checkbox"/> JACKET		
<input type="checkbox"/> PANTS		

Skier Code  Boot Sole Length

Visual Indicator Setting

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Time \_\_\_\_\_

TECHNICIAN'S SIGNATURE \_\_\_\_\_

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						
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	3 1/2	3				
148 - 174 lbs. 67 - 78 kilos	5'6" - 5'10" 1.67 - 1.78	K						6 1/2	6	5 1/2	5	4 1/2	4			
175 - 209 lbs. 79 - 94 kilos	5'11" - 6'4" 1.79 - 1.94	L							7 1/2	7	6 1/2	6	5 1/2	5		
≥ 210 lbs. ≥ 95 kilos	≥ 6'5" ≥ 1.95	M								8 1/2	8	7	6 1/2	6		
		N									10	9 1/2	8 1/2	8	7 1/2	
		O										11 1/2	11	10	9 1/2	9
		P												12	11	10 1/2

ID TYPE
ID NUMBER

CC IMPRINT

Must be Returned by 10 PM Today

Your Equipment ID # \_\_\_\_\_

**RETURN STUB**

H.J.P. \_\_\_\_\_

**563701**

**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
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**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 form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by 10 pm today, or for RSP Holder at the agreed return date for any 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 setting). 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, or for RSP Holder, I agree to inform the rental technician of any changes to the above information during the season.

**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 of 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	Signature of Purchaser (If different from User)
Print Name of User	Print Name of Purchaser
Date	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.