

EQUIPMENT USAGE AGREEMENT AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. Make copies for additional Participants.

“PARTICIPANT” MEANS THE INDIVIDUAL USING THE EQUIPMENT AS LISTED ON THIS FORM. THE “UNDERSIGNED” MEANS ONLY THE PARTICIPANT WHEN THE PARTICIPANT IS AGE 18 OR OLDER OR IT MEANS BOTH THE PARTICIPANT AND THE PARTICIPANT’S PARENT OR LEGAL GUARDIAN WHEN THE PARTICIPANT IS UNDER THE AGE OF 18. THE UNDERSIGNED UNDERSTANDS AND AGREES THAT SKIING, SNOWBOARDING, USING THE EQUIPMENT LISTED ON THIS FORM AND USING SKI AREA FACILITIES, INCLUDING THE LIFTS, FOR ANY PURPOSE (HEREINAFTER THE “ACTIVITY”) **CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.**

The Undersigned agrees to accept for use the equipment listed on this form “AS IS.” The Undersigned accepts full responsibility for the care of the equipment during the usage period and accepts responsibility for the replacement at full value of any equipment rented under this form and not returned, or returned in a damaged condition.

The Undersigned represents that no misrepresentations have been made in regard to Participant’s height, weight, age and/or skier type listed on this form. The Undersigned further agrees that Participant shall be the only person using the equipment.

The Undersigned understands that the binding system cannot guarantee Participant’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. The Undersigned further agrees and understands that the downhill ski binding system does NOT REDUCE THE RISK OF ANY TYPE OF INJURY TO PARTICIPANT, INCLUDING BUT NOT LIMITED TO KNEE INJURIES. The Undersigned understands that in snowboarding, cross-country skiing, ski-boarding, snow-shoeing and other sports utilizing equipment with non-releases 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. In the event Participant is a minor, the minor Participant’s parent/legal guardian acknowledges and agrees to assume and accept any and all known and unknown risks of injury to the minor Participant while using this equipment.

IN CONSIDERATION OF ALLOWING THE PARTICIPANT TO USE THE EQUIPMENT, THE UNDERSIGNED AGREES TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY Western Winter Sports Representatives Association and Mammoth Mountain Ski Area, LLC, their respective subsidiaries, affiliates, insurance companies, agents, employees, representatives, assignees, officers, directors, shareholders and the equipment manufacturers and distributors (each hereinafter a “Released Party”) **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Participant’s use of the equipment, **INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY’S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.** By execution of this release, the Undersigned agrees to defend and indemnify each Released Party for any and all claims of the Undersigned and/or a third party arising from Participant’s use of the equipment.

The Undersigned understands that helmets may reduce or mitigate the severity of head injuries, but are in no way a guarantee of Participant’s safety. The Undersigned further recognizes that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn.

The Undersigned agrees that Participant has received instructions regarding the use of this equipment. All instructions on the use of the equipment have been made clear to Participant. The Undersigned represent that Participant understands the function of the equipment. The Undersigned represents that Participant has received satisfactory answers to any questions Participant may have regarding the use and function of this equipment. If Participant feels the equipment is not functioning properly, he/she shall stop using it and have it inspected, repaired or readjusted by a technician.

In consideration for use of the equipment, **THE UNDERSIGNED AGREES THAT ANY AND ALL CLAIMS** for injury and/or death arising from Participant’s use of the equipment shall be **GOVERNED BY RESPECTIVE STATE LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the appropriate State Court or Federal Court for the respective state.

If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. This release shall be binding upon the Undersigned’s assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I HAVE CAREFULLY READ AND UNDERSTAND THIS EQUIPMENT USAGE AGREEMENT AND RELEASE OF LIABILITY AND SIGN IT WITH THE FULL KNOWLEDGE OF ITS SIGNIFICANCE:

Printed Name of Demo Participant and Retail Shop he/she is from. ***(PLEASE PRINT CLEARLY!!)***

Signature of Participant

DATE

Signature of Parent/Legal Guardian (In the event that Participant is under the age of 18)

If I am signing on behalf of a minor I verify that I am the Parent/Guardian of that minor and I have the authority to enter into this agreement upon behalf of that minor.

FOR OFFICE USE ONLY: PASSPORT NUMBER _____ DATE ISSUED _____