

Demo Equipment Warning, Assumption of Risk, Liability Release, Indemnity and Hold Harmless Agreement and Agreement Not to Sue

Please Read Carefully Before Signing

I wish to participate in an on-snow demonstration and testing of winter sports equipment.

All information I will provide on this **Industry On-Snow Demo Event Participant Registration Form** will be true and correct. I agree not to use any of the equipment to be provided to me for this demo event until I have received instruction for its use and function and have received satisfactory answers to any questions I may have regarding its use and function. If at any time I feel this equipment does not seem to be functioning properly, I will stop using it immediately and return it for inspection and possible repair or adjustment by a qualified technician. My signature on this form affirms that I will verify that the visual indicator settings on this form (if any) agree with the visual indicator settings on any applicable equipment to be provided to me during this demo event. I agree to check all equipment to be provided to me before each use, and that this equipment will not be used if any parts are loose, worn, damaged or missing.

I agree to accept for use all the various equipment combinations to be provided to me during this demo event **“AS IS”** and **WITH NO WARRANTIES**, express or otherwise, beyond those stated in this agreement and in the manufacturer’s written warranty, if any. I, further, agree to accept full financial responsibility for the care of that equipment while it is in my possession and to be responsible for the replacement, at full retail value, of any equipment I receive, but do not return upon request, even if it is lost or stolen.

I understand that the binding system cannot guarantee the user’s safety. *In downhill skiing*, I understand that the ski-boot-binding system is designed to release the boot from the ski when certain forces on the system reach preset values, but that the binding system **WILL NOT RELEASE OR RETAIN** at all times or under all circumstances where release or retention might prevent injury or death, nor is it possible to predict every situation in which it will release or retain, and that it **CANNOT** prevent all injuries to any part of the user’s body. I understand and agree that unwanted release and retention are inherent risks of skiing. *In snowboarding, cross-country skiing, telemark skiing, skiboarding snowshoeing and other sports* utilizing equipment with non-release bindings, the binding systems will not ordinarily release during use; and that they are not designed to release as a result of forces generated during ordinary operation and that they **DO NOT PROTECT** against any type of injury.

I understand that the sports of skiing, snowboarding, skiboarding, snowdecking, snowshoeing and other related sports (collectively **“RECREATIONAL SNOW SPORTS”**) are **HAZARDOUS** activities and that injuries are common and ordinary occurrences during these activities and 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 any equipment provided.

I understand and agree that certain risks of **RECREATIONAL SNOW SPORTS** may be reduced, but not entirely eliminated, by taking lessons, by following **“YOUR RESPONSIBILITY CODE”**, which is posted at most wintersport areas, and by using reasonable care and common sense. I further understand that a leash or other runaway prevention system should be used with this equipment at all times, including while riding lifts, in order to reduce the risk of injury to others.

I understand and agree that a helmet designed for **RECREATIONAL SNOW SPORTS** use, when sized and fitted properly, will help reduce the risk of some types of injuries to the user at slow speeds. I understand and agree that no helmet can protect the wearer against all foreseeable impacts to the head, and that skiing and snowboarding and other related activities can expose the user to forces that exceed the limits of protection provided by this helmet. I also understand that this helmet does not guard against injury to the neck, spine or any other part of my body, and that these limitations are **INHERENT RISKS** of any activity in which this helmet will be used. I recognize that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn; and that a damaged helmet should not be used, as damage may compromise the effectiveness of that helmet.

To the fullest extent allowed by law, I hereby agree to forever **RELEASE, INDEMNIFY AND HOLD HARMLESS** the ski area, event sponsors, owners of all the equipment provided to me, as well as all equipment manufacturers and distributors and their affiliates, owners, agents, officers, directors, employees and their successors in interest (collectively **“PROVIDERS”**) **FROM ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY** for damage, injury or death to me or to any other person or property which may result while using this equipment. I further agree to **WAIVE ANY RIGHT TO PRESENT ANY LEGAL CLAIM OR SUIT** against the **PROVIDERS**, whether based upon negligence, breach of contract or warranty, or any other legal theories and I accept full liability and responsibility for any and all such injuries or damages.

In the event that I elect to have the visual indicator settings of the bindings adjusted to a setting other than that recommended by the binding manufacturer, I acknowledge that I may be assuming an increased risk of injury to myself. I understand that, as a condition of obtaining these settings on the bindings, I forever **RELEASE, HOLD HARMLESS** and **INDEMNIFY PROVIDERS**, from any and all liability for any injury of any kind which results from the use of such settings.

This document is a **LEGALLY BINDING CONTRACT** that supersedes any other agreements by or between the parties, and constitutes the **FINAL AND ENTIRE AGREEMENT** regarding this transaction and this equipment. This agreement is intended to provide a **COMPREHENSIVE RELEASE OF LIABILITY**, but is not intended to assert any claims or defenses that are prohibited by law. If any provision of this contract is deemed unenforceable, all other provisions shall be given full force and effect. The specific legal rights of the parties may vary among different states and provinces.

I HAVE CAREFULLY READ, UNDERSTOOD and AGREED to the TERMS of this DEMO EQUIPMENT WARNING, ASSUMPTION of RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT and AGREEMENT NOT TO SUE. I AM AWARE THAT THIS IS A LEGALLY-BINDING CONTRACT.

Participant’s Name: _____
Last First MI

Address: _____

City: _____ State: _____ Zip/Postal Code: _____

Height: _____ Weight: _____ Age: _____ Downhill Skier Type: _____ Snowboard Stance: _____

Downhill Skier Boot Sole Length: _____ Downhill Skier Visual Indicator Settings: _____
(Manufacturer Recommended) (Optional User Request)

Signature of the Equipment User _____
 (If a minor, the signature of a parent, guardian or agent is required)

Parent, Guardian or Agent: *I verify that I am the parent, guardian or agent of the Equipment User and that I have authority to enter into this Agreement on behalf of the Equipment User and I agree to be bound by the terms and conditions of this demo equipment warning, assumption of risk, liability release, indemnity and hold harmless agreement and agreement not to sue.*

Signature of Parent, Guardian or Agent: _____