

# EQUIPMENT RENTAL FORM

PLEASE PRINT CLEARLY

Date out	Date in

Last Name										First Name														
Address / City										Prov. / State					Country					Postal Code / ZIP				
Phone Number					E-Mail					Local Phone Number														
Your Weight			Your Height			Skier Type (Circle One)			Boot Sole Length			Age			No. Of Days Wanted									
lbs kg			ft m			I II III			mm															

FOR OFFICE USE ONLY				INITIAL INDICATOR VALUE												
Skier Code	Final Indicator Setting		Single Code	WEIGHT LBS KG	HEIGHT FT` IN` CM	S K I E R  C O D E	Boot sole length [mm]									
	L	R					≤ 230	231 250	251 270	271 290	291 310	311 330	331 350	≥ 351		
	Toe									Single Code						
	Heel						a	j	o	t/C	H	M	R	V		
							l	n	s/B	G	L	O	V	6		
BOOT SOLE TYPE																
<input type="checkbox"/>	Alpine Boot TYPE A (ISO 5355)		<input type="checkbox"/>	Alpine Boot TYPE C (ISO 5355)												
<input type="checkbox"/>	Touring Boot (ISO 9523)		<input type="checkbox"/>	WALK & WalkToRide (ISO 9523)												
			<input type="checkbox"/>	GripWalk (ISO 9523)												
	Rent	Own	ID# or Description													
Skis	<input type="checkbox"/>	<input type="checkbox"/>														
Boots	<input type="checkbox"/>	<input type="checkbox"/>														
Poles	<input type="checkbox"/>	<input type="checkbox"/>														
Suit	<input type="checkbox"/>	<input type="checkbox"/>														
S-Board	<input type="checkbox"/>	<input type="checkbox"/>														
SB-Boots	<input type="checkbox"/>	<input type="checkbox"/>														
Cross Country	<input type="checkbox"/>	<input type="checkbox"/>														
Other	<input type="checkbox"/>	<input type="checkbox"/>														
Other	<input type="checkbox"/>	<input type="checkbox"/>														
Insurance	Yes <input type="checkbox"/>	No <input type="checkbox"/>														
Comments																
TECHNICIAN'S SIGNATURE																

WEIGHT LBS KG	HEIGHT FT` IN` CM	S K I E R  C O D E	≤ 230	231 250	251 270	271 290	291 310	311 330	331 350	≥ 351
22-29 lbs 10-13 kg		A	0,75	0,75	0,75					
30-38 lbs 14-17 kg		B	1,00	0,75	0,75	0,75				
39-47 lbs 18-21 kg		C	1,5	1,25	1,25	1,00				
48-56 lbs 22-25 kg		D	2,00	1,75	1,50	1,50	1,25			
57-66 lbs 26-30 kg		E	2,50	2,25	2,00	1,75	1,50	1,50		
67-78 lbs 31-35 kg		F	3,00	2,75	2,50	2,25	2,00	1,75	1,75	
79-91 lbs 36-41 kg		G		3,50	3,00	2,75	2,50	2,25	2,00	
92-107 lbs 42-48 kg	≤ 4' 10" ≤ 148 cm	H			3,50	3,00	3,00	2,75	2,50	
108-125 lbs 49-57 kg	4' 11"-5' 1" 149-157 cm	I			4,50	4,00	3,50	3,50	3,00	
126-147 lbs 58-66 kg	5' 2"-5' 5" 158-166 cm	J			5,50	5,00	4,50	4,00	3,50	3,00
148-174 lbs 67-78 kg	5' 6"-5' 10" 167-178 cm	K			6,50	6,00	5,50	5,00	4,50	4,00
175-209 lbs 79-94 kg	5' 11"-6' 4" 179-194 cm	L			7,50	7,00	6,50	6,00	5,50	5,00
≥ 210 lbs ≥ 95 kg	≥ 6' 5" ≥ 195 cm	M				8,50	8,00	7,00	6,50	6,00
		N				10,00	9,50	8,50	8,00	7,50
		O				11,50	11,00	10,00	9,50	9,00
		P						12,00	11,00	10,50

Referred by

AMOUNT PAID \$

I have read, understood and agreed to all terms and conditions on the reverse side of this form, including the WARNING, LIABILITY RELEASE, INDEMNITY AGREEMENT AND ASSUMPTION OF RISK AGREEMENT. I accept full financial responsibility for the equipment listed on this form and promise to return it clean and undamaged by the agreed time and date. If I fail to do so, I agree to pay for its repair, cleaning or replacement at the full rental rate, as determined by the shop, as well as for the rental value of any additional days. (For release bindings only: I have confirmed that the binding release/retention settings numbers on the binding correspond to the "Final Indicator Setting" stated on this form. I understand that correct weight, height, age and skier type are essential to proper adjustment of the release/retention settings, and I certify that all user information on this form is correct.)

SIGNATURE OF USER OR AGENT

DATE

SIGNATURE OF PARENT IF USER IS A MINOR

DATE

## WARNING, LIABILITY RELEASE, INDEMNITY AGREEMENT AND ASSUMPTION OF RISK AGREEMENT

PLEASE READ CAREFULLY

### ASSUMPTION OF RISKS

I understand how this equipment works and have received proper instruction and satisfactory answers to my questions. If at any time this equipment does not seem to be working properly, I will stop using it immediately and return it for inspection and possible repair or adjustment. I understand and agree that skiing, snowboarding, skiboard-ing, and related activities are **HAZARDOUS** and that injuries are common and ordinary occurrences during these activities. **I AGREE TO ASSUME ALL RISKS OF INJURY OR DEATH** which may result from these activities.

(Please Initial \_\_\_\_\_)

If Alpine ski equipment or skiboards are being furnished, I understand that the ski-boot-binding system will release the boot from the ski when certain forces on the system reach preset values, but that it will **NOT RELEASE OR RETAIN** at all times where release or retention may prevent injury, and that it **CANNOT** prevent all injuries or guarantee the user's safety. I understand and agree that unwanted release or retention of bindings is an inherent risk of using any ski-boot-binding system. I further agree and understand that any ski-boot-binding system does **NOT ELIMINATE THE RISK** of injuries to the user's knees or to any other of this user's body.

If touring (AT) bindings and/or boots are being furnished, I understand and agree that this equipment provides functionalities that I want, but it might NOT provide the same degree of release and retention protection as regular Alpine boots and bindings, and that injuries resulting from unwanted release or retention of this or any other ski-boot-binding system are inherent risks of skiing.

If Nordic or Snowboard equipment is being furnished, I understand that these systems normally will **NOT RELEASE** in falls and accidents and that they do **NOT PROTECT** against any type of injury.

To the fullest extent allowed by law, I hereby **RELEASE** this ski shop and all other persons and companies who provide any equipment to me or have any involvement in manufacturing, distributing, selling, renting, mounting, adjusting, servicing, maintaining, testing or inspecting any equipment I use, and all of their agents, employees, officers, directors, owners and affiliated companies ("Released Parties"), from **ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY** for any and all claims asserted by anyone arising out of any injuries, damages or death I may suffer, whether caused by **NEGLIGENCE** or any other cause. I further agree that neither I nor my estate, heirs or assigns **WILL EVER SUE** the Released Parties, and that **WE WILL DEFEND AND INDEMNIFY** the Released Parties if any claim or action is pursued by anyone arising out of any injuries, damages or death to me that has any connection whatsoever to skiing, snowboarding or any activities involving the use of this equipment.

(Please Initial \_\_\_\_\_)

I accept this equipment. **"AS IS"** and with **NO WARRANTIES**, express or implied, beyond those stated herein and in the manufacturer's written limited warranty.

This document constitutes the **FINAL AND ENTIRE AGREEMENT** regarding this transaction and this equipment, and its supersedes any and all other documents or oral statements. If any part is found to be invalid or unenforceable, the remainder shall be given full force and effect.

**THIS IS A CONTRACT** which provides a **COMPREHENSIVE RELEASE OF LIABILITY**, but it is not intended to assert any claims or defenses that are prohibited by law. The specific legal rights of the parties may vary in different states and provinces.

If this equipment is to be used by someone other than me, I certify that I am acting for the ultimate user and that I will provide this form and all other warnings and information to the ultimate user.

\_\_\_\_\_  
SIGNATURE OF USER OR AGENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PARENT IF USER IS A MINOR

\_\_\_\_\_  
DATE

**8 WEEK SKI CLUB PASS**

Day of Week	Tues.	Wed.	Thur.	Fri.	Sat.	Sun.
Program Time:	3:30pm-Close	3:30pm – Close	3:30pm – Close	3:30pm– Close	3:30pm– Close	3:30pm– Close
Lesson Time:	4:00, 5:30,7:00	4:00,5:30,7:00	4:00,5:30,7:00	4:00,5:30,7:00	4:00,5:30,7:00	4:00,5:30,7:00

Package	PRICE	Check a Box
8 Week Pass No Rental	\$163.00	
8 Week Pass With Rental	\$252.00	

**PASS HOLDER INFORMATION**

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

Birthday: \_\_\_\_/\_\_\_\_/\_\_\_\_ Grade Level \_\_\_\_\_

Gender: M F

Mailing List: Yes!

**PAYMENT****Total Due:** \_\_\_\_\_ If you are using multiple payment methods, distribute the total across the methods

Credit: \_\_\_\_\_ Cash: \_\_\_\_\_ Check: \_\_\_\_\_ (Check # \_\_\_\_\_)

**Credit Card Type:** Visa Mastercard Discover American Express  
**Card #:** \_\_\_\_\_**Expiration Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_**Name on Card:** \_\_\_\_\_

By signing this form, you agree to the terms and conditions on back of this page.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_.

**FREE SKIING**

-Opening Day to December 24, 2021

March 1st – Closing Day

I understand that my pass is NON-REFUNDABLE AND NON-TRANSFERABLE. If the pass is altered or used by anyone else, it will be immediately and permanently revoked. This is a criminal offense in New York State. Violation of this law will be dealt with severely. My pass must be visible to lift operators and management whenever I ski/snowboard. Once my pass is issued, it is my responsibility to use it as stipulated. I further understand that I will be expected to ski/snowboard within safety requirements and obey the rules and regulations of New York State and Cockaigne Resort.

#### **LOST OR FORGOTTEN PASSES**

- I understand that a daily lift ticket must be purchased if I leave my pass at home
- I further understand that if my pass is lost, I will have to pay \$30 for a replacement pass

#### **Warning to Skiers**

Downhill skiing, like many other sports, contains inherent risks including, but not limited to the risk of personal injury, including catastrophic injury, or death, or property damage, which may be caused by variations in terrain or weather conditions; or, surface or subsurface snow, ice, bare spots or areas of thin cover, moguls, ruts, bumps, or other persons using the facilities, or rocks, forest growth, debris, branches, trees, roots, stumps; or other natural objects or manmade objects that are incidental to the provision or maintenance of a ski facility in New York State. New York State law imposes a duty on you to become appraised of and understand the risks inherent in the sport of skiing, which are set forth above, so that you make an informed decision whether to participate in skiing notwithstanding the risks. New York State also imposes duties upon you, to which you must adhere for the purpose of avoiding injury caused by any of the risks inherent in skiing. If you are not willing to assume all of these risks and abide by these duties, you must not participate in skiing in this area.

#### **Notice:**

1. Skiers and ski lift passengers are governed by the New York State Safety in Skiing Code, Article 18 of New York General Obligations law
2. Before affixing your pass or allowing my pass to be affixed to your person your attention is directed to the "WARNING TO SKIERS" printed above and displayed where your pass was purchased or distributed
3. The safety in skiing code require you to seek out and read and understand the WARNING TO SKIERS BEFORE you decide to participate in the sport of skiing

#### **Release:**

By my signature on this form, I state, I have read and understand the NOTICE printed above, I have read, reviewed and understand the "WARNING TO SKIERS". I agree that this acknowledgement shall be for the entire term of the pass or documents received. For the entire term, I relinquish my right to a refund of the purchase price of the pass or other documents.

#### **Rental Policies:**

All rentals are numbered for identification purpose. Ski and Snowboard racks, Ski Check and coin lockups are available throughout the area. Each rental patron is responsible for these and return of his/her equipment before the end of the rental period. If a person loses his/her rental equipment and cannot locate them, they must report this immediately to the Rental shop and fill out a lost equipment report.

#### **Equipment Rental & Liability Release**

I fully except for use AS is the equipment listed on this form and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the shop. I agree to return all rental equipment by the agreed date.

I understand that the binding system cannot guarantee the users 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 and cross-country skiing use, 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 understand that the sport of skiing and snowboarding and other recreational activities 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 skiing/snowboarding use, or which relate in any way to the use of this equipment. I AGREE TO RELEASE THE SK/SNOWBOARD SHOP, IT'S EMPLOYEES, OWNERS, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, AND THE MANUFACTURERS AND DISTRIBUTORS OF THIS EQUIPMENT (Collectively providers), from all liability for injury, death, property loss and damage which results from the equipment users participation in the sport of skiing/snowboarding use, or is in any way related to use of this equipment, including all liability which results from the negligence of providers, or any other person or cause.

I further agree to defend and indemnify PROVIDERS for any loss or damage, including any that result from claims or lawsuits for personal injury, death and property loss and damage related in any way to the use of this equipment. This agreement is governed by the applicable law of this state or province. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect. By my signature, I have read and understand this equipment rental and liability release agreement. If equipment user is a minor, I verify that I am the parent or guardian of the minor and I have the authority to enter into this agreement on behalf of the equipment user and I agree to be bound by the terms and conditions of the agreement.