

## Rental Form & Release of Liability

 Date: 

 Full Name: 

 Address: (Street) 

 City: 

 Prov: 

 Postal: 

 Tel:  -  - 

 Email: 

### Selecting Your Skier Type is Your Responsibility

Type I Skiers	Type II Skiers	Type III Skiers
<ul style="list-style-type: none"> <li>Ski conservatively</li> <li>Prefer slower speeds</li> <li>Favour lower than average release/retention settings</li> <li>Type I settings apply to Entry Level skiers uncertain of their classification</li> </ul>	<ul style="list-style-type: none"> <li>Ski moderately</li> <li>Prefer a variety of speeds</li> <li>Ski on varied terrain, including most difficult trails</li> <li>Those who do not meet all of the descriptions of either Type I or Type III</li> </ul>	<ul style="list-style-type: none"> <li>Ski aggressively</li> <li>Normally ski at high speeds</li> <li>Prefer steeper and more challenging terrain</li> <li>Favour higher than average release/retention settings</li> </ul>

Name	Age	Weight (lbs)	Height (Feet) (Inches)	Skier Type			Rental Shop Only							
				I	II	III	Ski/Board #	Binding Settings	DIN	Boot#	Helmet	Poles	Tech Initials	

**I ACKNOWLEDGE THAT THE INFORMATION I HAVE PROVIDED ON THIS FORM IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I ACKNOWLEDGE THAT HELMETS ARE AVAILABLE TO RENT AND CAN HELP REDUCE THE RISK OF SERIOUS HEAD INJURY.**

**YOU MUST READ AND AGREE TO THE TERMS ON THE OTHER SIDE OF THIS FORM**



**Privacy Notice:** Calabogie Peaks respects your privacy. Any personal information we collect is used only to develop products, services, and offers, communicate with our customers and complete transactions that ultimately deliver our products and services to you. Your personal information is not shared, without your consent, with third parties for the purpose of marketing or selling their products or services. For more information, please go to <http://www.calabogie.com/pages/privacy-policy.php>

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE  
PLEASE READ CAREFULLY!!**

**To: Calabogie Peaks ULC, Dickson Interests Inc. and Calabogie Peaks Holding Inc.** and their respective directors, officers, employees, volunteers, agents, independent contractors, subcontractors, representatives, sponsors, successors and assigns and to the Manufacturers and Distributors of the Rental Equipment, and their Directors, Officers, Employees, Agents and Representatives (the "Releasees")

AS PART OF MY CONSIDERATION FOR THE USE OF THE RELEASEES' RENTAL EQUIPMENT AND CALABOGIE PEAKS' RESORT PREMISES (which includes its lifts, runs, trails and terrain parks, race courses, restaurants, parking and other facilities, collectively referred to as the "Premises"), I AGREE TO THE FOLLOWING TERMS:

**Rental Equipment: Representations and Warranties Concerning Sizing, Care and Use**

1. I have made no misrepresentation in regard to my height, weight, age or skier type, as I understand that the information I provided helped to determine the proper sizing and adjustment of the rental equipment listed on the reverse of this form (the "Equipment").
2. I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer any questions I may have concerning the proper use of the Equipment.
3. I accept full responsibility for the care of the Equipment and I agree to pay for any damage to the Equipment and to replace at full retail value any Equipment not returned by the date indicated on the reverse of this form.
4. I also agree to return the Equipment in clean condition to avoid any additional charges.

**Assumption of Risks**

5. *Alpine Skiing/Snowblading:* I understand that the ski boot/binding system will not release at all times or under all circumstances, that it is not possible to predict every situation in which the system will release, and that the system does not guarantee that I will not be injured.
6. *Snowboarding:* I understand that the snowboard boot/binding system is not designed or intended to release and will not release under normal circumstances. I understand that as the snowboard boot/binding system is a non-release system, it will not reduce the risk of injury during a fall.
7. *Helmet Rental:* I understand that helmets are intended to help reduce the risk of serious head injury, however cannot completely eliminate or prevent this risk. I understand that helmets do not prevent traumatic head injury or injury to the wearer's face, neck or spinal cord.
8. *Risks:* I am aware that skiing, snowboarding and other recreational activities involve many risks, dangers and hazards, including but not limited to: boarding, riding and disembarking lifts; changing weather conditions; exposed rock, earth, ice and other natural objects; trees; the condition of snow or ice on or beneath the surface; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult snow conditions; streams, creeks and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowmobiles or other vehicles, equipment or structures; collision with skiers, snowboarders or other persons; the failure to ski safely or within one's own ability or within designated areas; falls as a result of features in Freestyle Terrain and maneuvers I may carry out in Freestyle Terrain; negligence of other skiers and snowboarders. I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and many are unmarked.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SKIING, SNOWBOARDING AND OTHER RECREATIONAL ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

**Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration of the Releasees allowing me to rent the Equipment and use the Premises, I hereby agree as follows:

9. 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 loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer either directly or indirectly, as a result of my use of the Equipment and the Premises, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care including any duty of care owed under the *Occupiers' Liability Act*, on the part of the Releasees, and also including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of skiing, snowboarding and other recreational activities referred to above;
10. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to, any third party, resulting from my use of the Equipment or the Premises;
11. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity; and
12. This Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario and any legal actions involving the Releasees shall be brought within the Province of Ontario.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM AGREEING TO THE FOLLOWING:**

- I. THAT MY RENTAL EQUIPMENT IS PROPERLY SIZED AND FITTED AND THAT THE TECHNICIANS RELIED ON THE INFORMATION I PROVIDED IN THIS REGARD;
- II. THAT I AM ASSUMING ALL RISK OF INJURY, LOSS OR DAMAGE WITH RESPECT TO THE EQUIPMENT, THE ACTIVITY I WILL BE PARTICIPATING IN AND THE USE OF THE PREMISES;
- III. THAT I AM WAIVING ANY AND ALL CLAIMS ARISING FROM ANY CAUSE WHATSOEVER AGAINST THE RELEASEES, ON BEHALF OF MYSELF AND MY HEIRS, SUCCESSORS AND ASSIGNS; AND
- IV. THAT I WILL INDEMNIFY THE RELEASEES IF ANY SUCH CLAIMS ARE BROUGHT AGAINST THEM.

Signature of Renter	Witness Signature
Signature of Parent or Guardian (if renter under 18 yrs)	Witness name (printed)

**THIS AGREEMENT MUST BE SIGNED, DATED AND WITNESSED PRIOR TO RENTING FROM CALABOGIE PEAKS RESORT**