

I am in possession of the equipment listed on this agreement and have been instructed on its use.

SEASONAL LEASE RENEWAL: I understand that the renewal of this same lease equipment for the 2022/23 season automatically extends the same terms, obligations and conditions of my previously executed ski and snowboard leasing contract. These responsibilities include, but are not limited to:

1. Leased equipment must be **RETURNED IN SERVICEABLE CONDITION** barring any normal wear and tear. In the case of **LOSS OR THEFT**, I am responsible for the corresponding remittance.
2. Equipment must be **RETURNED IN PERSON TO THE ALPINE SHOP BY 5/1/2023** to avoid a \$20 late-fee
3. Equipment must be **RETURNED IN PERSON TO THE ALPINE SHOP BY 6/1/2023 TO AVOID CHARGE FOR FULL RETAIL VALUE OF THE EQUIPMENT.**
4. Lease agreement is non-cancelable.

I understand and agree that skiing, snowboarding, and other winter sports are hazardous activities, that INJURIES from various causes are an INHERENT RISK of participating in these activities, and that injuries to any or all parts of my body are COMMON AND ORDINARY OCCURRENCE during these activities. I freely accept and ASSUME ALL RISK OF INJURY OR DEATH that may occur while using this equipment.

**ALPINE SKI SYSTEMS:** I understand alpine ski/boot/binding systems CANNOT RELEASE OR RETAIN in all situations where release or retention may prevent injury and that they therefore CANNOT GUARANTEE MY SAFETY. If at any time I feel the equipment is not functioning properly, I will stop using it and return it for inspection, repair, or adjustments.

I understand that changes in age, weight, height, skier type, ski boot sole-length, and equipment wear warrant a binding inspection and calibration by a certified technician. I understand that it is my responsibility to have the bindings inspected and calibrated by a certified technician at the BEGINNING OF EACH SKI SEASON AND/OR AFTER EVERY 30 DAYS OF SKIING.

I understand that at the time of renewing this agreement, any alpine lease skis being renewed will not have been tested yet for the 2022/23 ski season. I also understand that it is my sole responsibility to bring them back to Alpine Shop for a free safety check at any time during open business hours prior to using the ski equipment again.

**SNOWBOARDS, SKIS AND X-C SKIS:** I understand that the binding systems on snowboards, skis, and cross-country skis are NOT INTENDED TO RELEASE in a fall or upon impact.

To the fullest extent allowed by law, I agree to RELEASE FROM LIABILITY, and to INDEMNIFY AND HOLD HARMLESS Alpine Tracks Inc (dba "Alpine Shop") and its owners, officers and employees, plus all manufacturers and distributors of the equipment provided to me under this agreement, any involved winter sport area, shop or service technician, and their owners, agents, employers and employees for any injuries, damages or death related to the use of this equipment. I FURTHER AGREE NOT TO MAKE A CLAIM OR SUE FOR INJURIES OR DAMAGES RELATING TO THE USE OF THE EQUIPMENT, whether such claim is based on NEGLIGENCE, breach of warranty, product defect or any other theory. I accept this equipment AS IS with no warranties, express or implied. These waivers and obligations extend to my heirs and assigns.

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT which supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but is not intended to assert any claims or defenses which are prohibited by law. If any part of this agreement is deemed void or unenforceable, the remainder shall have full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont applicable to contracts to be wholly performed within such state and without regard to conflicts of laws provisions.