

		<b>SUNDANCE RESORT</b>			Date	Date						
Please Print Clearly (Shaded areas for shop use only)		8841 North Alpine Loop Road Sundance, Utah 84604			Out	Due						
					Total Rental Days							
Name:	Last	First	MI		Damage Waiver Accepted \$3							
Street					Yes	No						
					Initial	Initial						
City	State	Zip										
Phone #					<b>Downhill Skiing</b>							
				Skier Type: (check one)								
Your Weight		lbs	Your Height	ft.	in.	Age						
			Local Accommodations			<input type="checkbox"/>	<input type="checkbox"/>					
						<input type="checkbox"/>	<input type="checkbox"/>					
<b>Snowboard</b>		JR	B	D	<b>Skis</b>		JR	B	P	D	<b>Visual Indicator Settings</b>	
Stance:	Goofy	<input type="checkbox"/>	Regular	<input type="checkbox"/>	Boot Size/No.		L Toe		R Toe			
Boot size					Sole Length	mm	L Heel		R Heel			
Snowboard No.					Ski No.							
Helmet	Yes	No	Inv. No.		Helmet	Yes	No	Inv. No.				
Tech.			Cust. Initial		Poles			Tech.			Cust. Initial	

**LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT**  
**PLEASE READ CAREFULLY BEFORE SIGNING**

I promise to return the rented equipment clean and undamaged by the agreed time and date. I will pay for any repair, cleaning or replacement at the full retail rate as well as for the full rental value of any additional days.

I understand how this equipment works and have received satisfactory instructions. I agree to check this equipment thoroughly before each use. If, at any time, the equipment does not seem to be working properly, I will stop using it immediately and return it for inspection. I understand the proper binding settings or stance depends upon the accuracy of my statements about weight, height, age, skier type and stance on this form. **I have confirmed that the binding visual indicator settings or stance on this equipment corresponds to those stated on this form. I will not change, adjust or modify the settings or stance.**

1. I understand that skiing, snowboarding, skiboarding, snowshoeing and related activities (hereafter SNOW SPORTS) are HAZARDOUS and that injuries are common and ordinary occurrences during these activities. I EXPRESSLY AGREE TO ASSUME ALL RISKS of injury or death while using this equipment or participating in SNOW SPORTS, including NEGLIGENCE of others. I understand that a helmet designed for SNOW SPORTS use may reduce the risk of some types of injuries to the user at slow speeds, but that serious injury or death can result from both low and high energy impacts, even when a helmet is worn, and that a helmet must be properly fitted and worn with the strap buckled in order to be effective. I understand that many risks of skiing and snowboarding may be reduced by taking lessons, by following "YOUR RESPONSIBILITY CODE" and by using reasonable care and common sense. A leash or other runaway prevention system must be used with all equipment at all times.

2. **For Alpine Ski Equipment, 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 WILL NOT RELEASE OR RETAIN at all times where release or retention may prevent injury, and that it CANNOT prevent all injuries.** Injuries due to unwanted release or retention are inherent risks of skiing. For Snowboards, Skiboards, Snowshoes and Nordic Equipment, I understand that these systems' bindings WILL NOT ORDINARILY RELEASE in falls or accidents. I understand that these systems DO NOT PROTECT against any type of injury and that any injuries resulting from their use are inherent risks of SNOW SPORTS.

3. **To the fullest extent allowed by law, I hereby agree to FULLY RELEASE, INDEMNIFY AND HOLD HARMLESS Sundance Partners Ltd., Sundance Holdings LLC, Sundance Development Corporation, Sundance Enterprises, Inc., Sundance Group LLC, Sundance Village Holdings, LLC, affiliated entities, trust instruments and Robert Redford, all manufacturers and distributors of the equipment and all of their officers, members, partners, employees, agents and property owners (collectively hereafter "SUNDANCE"), from any and all responsibility or liability for any injuries, damages or death resulting from my participation in SNOW SPORTS, use of the equipment or facilities at SUNDANCE including any NEGLIGENCE of SUNDANCE, breach of contract or product liability. I further agree that I WILL INDEMNIFY SUNDANCE for all attorneys' fees, costs, or judgments incurred as a result of my participation in SNOW SPORTS, use of SUNDANCE facilities or the equipment, or the breach of this agreement. I accept this equipment "AS IS" WITH NO WARRANTIES, express or implied.**

4. This document is the ENTIRE AGREEMENT regarding this transaction and is intended to provide a COMPREHENSIVE RELEASE OF ALL LEGAL LIABILITY which is binding upon all parties, their heirs, and assigns, but is not intended to release any claims that are prohibited by law. If any part of this agreement is held to be unenforceable, the remainder shall be given full force and effect. This agreement is governed by Utah Law. I agree that any lawsuit filed against SUNDANCE shall be filed in the Third District Court in the State of Utah, or the Federal Court for the District of Utah. This Agreement is not intended to affect the provisions of Utah's Inherent Risk of Skiing Statute § 78B-4-401 et seq.

Signature

Date

**Renters under the age of 18 are required to have a parent read and counter-sign this agreement.**

Persons under the age of 18 ("minor") are required to have an authorized parent or legal guardian (hereinafter "Parent") read and sign this Agreement. **To the fullest extent allowed by law, the Parent individually and on behalf of the minor has read, understood, and expressly agrees to all of the terms of this Agreement. The Parent agrees and acknowledges Parent's and minor's express assumption of risk, release of liability, indemnity and covenants not to sue SUNDANCE, including for negligence.** The Parent agrees to make all decisions concerning the minor's participation, use of the area and involvement in Snow Sports. The Parent is solely responsible to explain and enforce all rules and to undertake all duties and responsibilities to educate, control, and protect the minor(s) from all of the risks involved in skiing. The Parent releases all of their rights or claims against SUNDANCE including wrongful death damages and agrees to indemnify SUNDANCE for any other parent's claims even if SUNDANCE is negligent. The Parent agrees to pay all medical bills and expenses incurred by the minor(s) and waives all rights of subrogation against SUNDANCE. The Parent shall be financially responsible for the equipment and verified the information concerning the minor and accuracy of the visual indicators on all equipment.

Signature of Parent/Legal Guardian

Date

Print Name

Address

Phone number