

RENTAL AGREEMENT – WAIVER AND ASSUMPTION OF RISK

WARNING! By signing this document you will waive certain legal rights, including the right to sue. Please read carefully.

Participant's Name: _____ Date: _____

Participant's Parent /Guardian's Name and Phone Number: _____
(if the Participant is under the age of majority)

Participant's Address: _____

Participant's Phone Number: _____ Email Address: _____

Participant's Age: _____ Height: _____ Weight: _____ Shoe Size: _____

Equipment Rented: _____

Rental Agreement

1. This is a binding legal agreement; therefore clarify any questions or concerns **before** signing. As a Participant in the sport of telemark skiing at the event being held on the above date (collectively the "Event") organized, operated or conducted by Telemark Ski Ontario, Telemark Ski Canada Télémarm, and the Canadian Snowsports Association (collectively the "Organization"), who is renting the skis, boots, bindings, helmet, and equipment described above (collectively the "Equipment") the undersigned, being the Participant and the Parent/Guardian of the Participant, if the Participant is under the age of majority, (collectively the "Parties") acknowledges and agrees to the terms contained in this Agreement.

Disclaimer

2. The Organization and its directors, officers, committee members, members, employees, volunteers, participants, agents and representatives are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, participation in the sport of telemark skiing and/or the Event, caused by the risks, dangers and hazards associated with the sport of telemark skiing and/or the Event and/or any condition, malfunction, misapplication, or misuse of the Equipment.

Description of Risks

3. The Participant is volunteering to rent the Equipment for the purpose of participating in the sport of telemark skiing and/or the Event. In consideration of the renting of the Equipment, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the sport of telemark skiing and/or the Event and/or the Equipment and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:
 - a) The sport of telemark skiing;
 - b) Failing to ski within one's abilities;
 - c) Failing to remain within designated areas,
 - d) Changing weather conditions, including avalanche hazards, and changes or variations in the ski surface;
 - e) Extreme conditions that may result in hypothermia, dehydration or fatigue;
 - f) The condition or malfunction of any of the Equipment;
 - g) Failure to properly use or apply any Equipment or the mechanical failure of any Equipment; and/or
 - h) Events or occurrences which may result in permanent paralysis.
4. Furthermore, the Parties are aware:
 - a) That the Participant's risk of injury is reduced if he or she follow all rules established for participation in the sport of telemark skiing and the use of the Equipment;
 - b) The non-release binding system used in telemark skiing poses additional risks beyond the equipment used in Alpine Skiing;
 - c) The boot/biding system is not designed or intended to release and this system does not reduce the risk of injury; and
 - d) That the Participant's risk of injury increases as he or she becomes fatigued.

I / We have read and agree to be bound by paragraphs 1, 2, 3 and 4

Release of Liability (if the Participant is UNDER the age of majority)

- 5. In consideration of the Organization allowing the Participant to rent the Equipment, the Parties agree:
 - a) That the Participant has not mis-represented the Participant’s age, height, weight, or shoe size;
 - b) To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of the Participant’s participation in the sport of telemark skiing and/or the Event, or the physical risks associated with the sport of telemark skiing and renting the Equipment.

*We have read and agree to be bound by paragraph 5
(Check only if the Participant is UNDER the age of majority)*

Release of Liability (if the Participant is ABOVE the age of majority)

- 6. In consideration of the Organization allowing me to rent the Equipment, the Parties agree:
 - a) That I have not mis-represented the my age, height, weight, or shoe size;
 - b) The sole responsibility for my safety remains with me;
 - c) To ASSUME all risks arising out of, associated with or related to my participation and rental of the Equipment;
 - d) To WAIVE any and all claims that I may have now or in the future against the Organization;
 - e) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my rental of the Equipment; and
 - f) To FOREVER RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the “Claims”) which I may have or may in the future, that might arise out of, result from, or relate to my participation in the sport of telemark skiing, my presence at the Event, and/or my renting of the Equipment, the physical risks associated with the sport of telemark skiing, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.

*I have read and agree to be bound by paragraph 6
(Check only if the Participant is ABOVE the age of majority)*

Acknowledgement

- 7. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, executors, administrators and representatives.

Printed Name of Participant

Signature of Participant

Date

Printed Name of Parent or Guardian
(if the Participant is under the age of majority)

Signature of Parent or Guardian

Date