SKI / SNOWBOARD RENTAL/USE

DATE: _____/_____/_____
D M Y

NAME: _____
Last First

ADDRESS: _____

CITY: _____

PROV. / STATE: _____

PHONE: _____

Equipment Requested:

LENGTH: _____

MODEL: _____

SKI BINDING SETTING INFORMATION:

SKIER TYPE: (Check one)

[1] Entry-level skiers who are uncertain of their preference. Receives lower than average release settings which correspond to easier ski binding release in a fall.

[2] Not Type 1 or 3. Receives average release/retention settings appropriate for most recreational skiing.

[3] Receives higher than average release settings which corresponds to decreased risk of inadvertent binding release and increased risk of non-release.

WEIGHT: _____kg/lbs **HEIGHT:** _____cm/ft

AGE: _____

If a Renter requests a specific ski binding setting other than the manufacturer's recommended setting, indicate the binding setting here:

HEEL: _____ TOE: _____

_____
Signature of Renter (I accept full responsibility for the settings of my ski bindings).

SNOWBOARD BINDING SETTING:

(Circle one) GOOFY REGULAR

STANCE ANGLES:

FRONT FOOT: _____ BACK FOOT: _____

COMPLETED BY TECHNICIAN:

SKIS:

BOOT SOLE LENGTH: _____

VISUAL IND. SETTING: _____

INV.#: _____ LENGTH: _____

MODEL: _____

SNOWBOARD:

INV.#: _____ LENGTH: _____

BINDINGS: YES / NO

All functional and instructional procedures have been completed.

_____
Print Name & Signature of Technician

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE *OCCUPIERS LIABILITY ACT* OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

I agree this Release Agreement shall apply to all my use of Equipment for a period of twelve months from the date I sign it.

I Agree (Initial) _____

TO: ISLAND LAKE HOLDINGS LTD., ISLAND LAKE RESORT GROUP (2003) INC., ISLAND LAKE DEVELOPMENT LIMITED PARTNERSHIP operating as THREE BEARS LIMITED PARTNERSHIP, ILL LEGACY CAN LTD. and ILL LEGACY, LLC, carrying on business as Island Lake Resort, Island Lake Lodge, Island Lake Catskiing and Mountain Pursuits, and each of their respective directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, equipment manufacturers, equipment distributors, successors and assigns (all of whom are hereinafter collectively referred to as the "**Releasees**").

RENTAL/USE AGREEMENT

1. I accept for use as is and accept full responsibility for the care of the equipment ("the Equipment") listed on this form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned in good condition by the agreed date.
2. I am familiar with the proper use of the Equipment. I understand that the technicians are able to answer questions I may have as to the proper use of the Equipment.
3. (SKIERS ONLY) I have made no misrepresentation in regard to my height, weight, age or skier type. (This information is required to properly adjust the ski boot/binding settings). I agree to verify that the settings appearing in the visual indicator windows on the bindings correspond with the settings to be recorded on this form.

ASSUMPTION OF RISKS

I am aware that alpine skiing, telemark skiing and snowboarding, including the use of the Equipment, involve risks, dangers and hazards and that injuries are a common and ordinary occurrence in these sports.

ALPINE SKIING I understand that the ski boot/binding system may not release during every fall or may release unexpectedly. The ski boot/binding system is no guarantee that the user will not be injured.

SNOWBOARDING/TELEMARK SKIING I understand that the snowboard boot/binding system and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances. I understand that as the boot/binding system is a non-release system, this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

NEGLIGENCE I understand the risks, dangers and hazards include negligence on the part of the Releasees. I understand negligence includes failure, error or breach with respect to the design, manufacture, installation, maintenance, selection or adjustment of the Equipment, or with respect to the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment or the risks, dangers and hazards of skiing or snowboarding.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT AND SKIING OR SNOWBOARDING.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the use or rental of the Equipment, I hereby agree as follows:

1. **I AGREE 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 damage, expense or injury including death that I may suffer, or that my heirs, next of kin, executors, administrators, assigns and representatives may suffer, resulting from or arising out of any aspect of my use of the Equipment **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE *OCCUPIERS LIABILITY ACT*, R.S.B.C. 1996, c.337,** in respect of the design, manufacture, installation, maintenance, selection or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment or the risks, dangers and hazards of skiing or snowboarding.
2. 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;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction, and any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia; and
5. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.

I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE AND AGREE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY. Signed this _____ day of _____, 20___

_____ _____
Signature of Equipment User (or parent/legal guardian if under 19) Signature of Witness

_____ _____
Please Print Name Please Print Name of Witness