

# **BRYCE RESORT 2024-2025 Equipment Rental**

## **Release of Liability, Waivers of Claims, Assumption of Risks & Indemnity Agreement**

1. "RENTER" MEANS THE INDIVIDUAL USING THE RENTED EQUIPMENT. I AM THE RENTER, OR IF THE RENTER IS UNDER 18, I AM THE RENTER'S PARENT OR LEGAL GUARDIAN, OR RENTING FOR OTHERS. I UNDERSTAND THAT SKIING, SNOWBOARDING, USING THE EQUIPMENT LISTED ON THIS FORM, TRANSPORTING EQUIPMENT, RIDING A SKI LIFT AND USING SKI AREA FACILITIES, FOR ANY PURPOSE (THE "ACTIVITY") IS HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.

2. I understand the risks of using the rental equipment and participating in the Activity and that RENTER EXPRESSLY ASSUMES ALL RISKS OF USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITY, which include but are not limited to: Equipment malfunction, failure, or damage; improper use or maintenance of equipment; changing weather conditions; variations in terrain; existing and changing trail and surface conditions; rocks, stumps, trees, debris, water channels, erosion; collisions with natural or man-made objects; falling or loss of control; entanglements or falls from lifts; sickness; and the negligence of others. I understand this description of risks is not complete and voluntarily choose for Renter to use the equipment and participate in the Activity and expressly assume all risks of using the equipment and participating in the Activity, known or unknown, inherent or otherwise. I understand that Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts in high altitude.

3. I agree to accept for use the equipment rented "AS IS" and WITH NO WARRANTIES and accept responsibility for the care of the equipment during the rental period. I HAVE NOT MADE ANY MISREPRESENTATIONS WITH REGARD TO RENTER'S HEIGHT, WEIGHT, AGE AND/OR SKIER TYPE and represent that Renter will be the only person using the equipment. I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE THE USER'S SAFETY. The binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. I further understand that the downhill ski binding system DOES NOT REDUCE THE RISK OF ANY TYPE OF INJURY TO RENTER. I understand that in snowboarding, cross-country skiing, snowshoeing and other sports utilizing equipment with non-release bindings, the binding system will not ordinarily release during use. I agree to assume and accept any and all known and unknown risks of injury to Renter while using this equipment. If I am signing on behalf of a minor, I acknowledge that: 1) I have spoken to the minor Renter about the Activity; 2) the minor understands and appreciates the risks of using the equipment and participating in the Activity; 3) the minor has received instruction regarding the use of the equipment and understands its function; and 4) the minor has voluntarily decided to use the equipment participate in the Activity.

4. I understand that the use of a helmet is strongly recommended but that a helmet is NOT a guarantee of Renter's safety. I understand that helmets have limited shock absorption capability and that serious injury or death can result from both high- and low-energy impacts, even when a helmet is worn.

5. In consideration for allowing Renter to use the equipment and participate in the Activity, I AGREE, to the greatest extent permitted by law, TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE Bryce Resort, the resort owner/operator, activity operator, the equipment manufacturer, the United States and all their respective insurance companies, successors in interest, affiliates, agents, employees, representatives, assignees, officers, directors, (each a "Released Party") FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I OR PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S USE OF THE EQUIPMENT OR PARTICIPATION

