



## EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT

I accept for use **AS IS** the equipment listed on this form, and accept full financial responsibility for the care of the equipment while it is under my possession. **I agree** to return all rental equipment by the end of the session. **I will** be responsible for the replacement at full value of any equipment under this form that is not returned to the rental facility at **Invasion Vermont Board Shop's Dover Location**. **I will** return rented equipment to the rental space before 4pm on the return date, or be charged an additional day's rate for the specific package rented. For these reasons a credit card must be on file with Invasion, even when paying in cash.

I understand that the binding system cannot guarantee the user's safety. In snowboarding, and other sports utilizing equipment with non-release bindings, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

I understand that the sport of snowboarding and other sports (collectively "RECREATIONAL SNOW SPORTS") involve inherent and other risks of **INJURY** and **DEATH**. **I voluntarily agree to expressly assume all risks of injury or death** that may result from these RECREATIONAL SNOW SPORTS, or which relate in any way to the use of this equipment.

**I understand** that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user at slower speeds. **I recognize** that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

**I AGREE TO RELEASE AND HOLD HARMLESS** Invasion (Vermont Board Shop), the equipment rental facility, its employees,, owners, affiliates, agents, officers, directors, and the equipment manufacturers and distributors and their successors in interest (collectively "PROVIDERS"), from all liability for injury, death, property loss, and damage which results from the equipment user's participation in the RECREATIONAL SNOW SPORTS for which the equipment is provided, or which is related in any way to the use of the equipment, including all liability which results from the NEGLIGENCE of PROVIDERS, or any other person or cause.

**I further agree** to defend and indemnify PROVIDERS for any loss or damage including any that results for claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of this equipment. This agreement is governed by the applicable law of the State of Vermont. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given force and effect.

### **I THE UNDERSIGNED. HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT.**

User's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Parent/Guardian:** If equipment user is a minor, I verify that I have the authority to enter into this agreement on behalf of the equipment user and I agree to be bound by all terms and conditions of this agreement.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_