

-  **SKIING**
-  **BOARDING**
-  **HELMET**
-  **LIFT ONLY**

SAPPHIRE VALLEY SKI AREA

WARNING, ASSUMPTION OF RISK, HOLD HARMLESS, INDEMNIFICATION AND RELEASE OF LIABILITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN RIGHTS.



Please fill in all information, print as neatly as possible.

Name: Last _____ First _____ Age: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Email: _____ Phone #: _____

 **Where did you hear about Sapphire Valley Ski Area?**

Brochure Magazine Billboard Internet Other _____

EQUIPMENT NEEDED SKIS/EQUIP. BOARD/EQUIP. SKIS ONLY BOARD ONLY BOOTS ONLY TUBE

PERSONAL DATA

FOR RENTAL DEPARTMENT USE ONLY

Weight	Height	Ski Ability	Shoe Size	Shop Use Only Boot # Issued

Ski Number Issued	Toe/Heel	Lift Ticket #	Staff Init.

I accept for use, as is, the equipment on this form and accept full responsibility for its care while in my possession. I agree to hold harmless, release, defend and indemnify Sapphire Valley Ski Area, and its owners, agents and employees as well as the equipment manufacturers and distributors, for all loss or damage I may cause to this equipment, except reasonable wear and tear.

I agree to hold harmless, release, defend and indemnify Sapphire Valley Ski Area, and its owners, agents and employees, as well as the equipment manufacturers and distributors, for any and all loss or damage I may sustain or cause to person or property while engaged in Skiing, Snowboarding or Snow Tube-related activities. This includes, but not limited to, any and all claims for personal injury, death and/or property damage that may arise out of the use of the Sapphire Valley Ski Area, or any equipment, regardless of whether such loss or damage be caused to myself or others.

I hereby release Sapphire Valley Ski Area, and its owners, agents and employees, as well as the equipment manufacturers and distributors, from any and all liability to me or my property resulting from their own acts or negligence. I understand that Sapphire Valley Ski Area and its owners, agents and employees, as well as the equipment manufacturers and distributors, are not responsible for the consequences of their own negligence, that is, their failure to use reasonable care in any way in operation of this rental center and tubing hill, as well as the installation, maintenance, selection, adjustment and use of this rental equipment. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damages, personal injury or death as the user of this equipment and facility.

I understand and am aware that Skiing, Boarding and Tubing are HAZARDOUS ACTIVITIES and that the equipment furnished could be HAZARDOUS to my well-being. I understand that these activities involve a risk of injury to any and all parts of my body. I hereby freely and expressly assume and accept responsibility for any and all risks of injury or death while participating in this activity.

I understand and I am aware that Sapphire Valley Ski Area recommends helmet usage for all Skiers and Boarders, and highly recommends helmet usage for all Skiers and Boarders under the age of 16. Helmets are required for all Sapphire Valley Ski School programs as well as all students participating in freestyle terrain areas, regardless of age.

I understand that Sapphire Valley Ski Area may take photos to be used for promotional opportunities and that my image may appear in these photos.

I CONTRACTUALLY AGREE that any and ALL DISPUTES between myself and Sapphire Valley Ski Area arising from my participation in the activity OR use of this equipment, and INCLUDING any claims of personal injury and/or death, WILL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA and EXCLUSIVE JURISDICTION thereof will be in the state court residing in the county where the alleged tort occurred or federal courts of the State of NORTH CAROLINA.

IN THE EVENT ANY SECTION OF THIS RELEASE IS FOUND TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE FULLY ENFORCEABLE. THIS RELEASE SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW.

This release shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors, personal representatives, and administrators and may be pled by Sapphire Valley Ski Area as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the Renter.

I have read the above paragraphs and fully understand them. I agree that there have been no warranties expressed or implied, which have been made to me beyond the information written on this form. I, the undersigned, acknowledge that I have read this Warning, Assumption of Risk, Hold Harmless, Indemnification and Release of Liability agreement and understand its contents. I understand that my signature below expressly waives any rights I may have to sue Sapphire Valley Ski Area for injuries and damages.

USER'S SIGNATURE: _____ Date: _____

PRINT NAME: _____

IF THE USER IS UNDER 18 YEARS OF AGE A PARENT/GUARDIAN MUST SIGN AS WELL.

PARENT/GUARDIAN'S SIGNATURE: _____ Date: _____

PRINT NAME: _____



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PLEASE PRINT **USER** NAME: _____

Date: _____