

P.O. Box 1006  
 Grande Prairie, AB T8V 4B5  
 gonitehawk.com  
 Phone: (780) 532-6637

# Rental Agreement

PLEASE PRINT CLEARLY

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CREDIT CARD #: \_\_\_\_\_ EXP: \_\_\_\_\_ / \_\_\_\_\_

I HAVE CAREFULLY READ AND SIGNED THE RELEASE OF LIABILITY AND WAIVER AGREEMENT ON THE BACK OF THIS FORM. I VOLUNTARILY AGREE TO THE TERMS OF THIS AGREEMENT. EQUIPMENT MUST BE RETURNED BY SKI AREA CLOSING TIME ON THE DATE DUE. THERE WILL BE NO REFUNDS FOR ANY UNUSED TIME.

Renter's Initials

SHOE SIZE	WEIGHT	HEIGHT	GENDER	AGE	SKIER TYPE	BOARD STANCE
					NEVER EVER___ INTERMEDIATE ___	REGULAR ___
					BEGINNER ___ ADVANCED ___	GOOFY ___

\* \* \* \* \* OFFICE USE ONLY BELOW THIS LINE \* \* \* \* \*

Deposit Amount
Teller's Initials

CHECK EQUIPMENT PAID	
BOARD BOOTS	_____
SNOWBOARD	_____
SKI BOOTS	_____
SKIS	_____
HELMET	_____
POLES	_____

ITEM	NUMBER
BOOTS	
SKI	
BOARD	
HELMET	
POLES	
DIN	

Technician's Initials
DATE RENTED ____/____/____
DATE DUE ____/____/____

White - Rental Shop

Yellow - Customer

Pink - Ticket Office

**RELEASE OF LIABILITY, WAIVER OF CLAIMS  
 ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
 BY SIGNING THIS DOCUMENT YOU WILL WAIVE THE CERTAIN  
 LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE  
 PLEASE READ CAREFULLY!**

TO: **GRANDE PRAIRIE SKI CLUB (Operating As Nitehawk Recreation Area)**

**RENTAL AGREEMENT**

- I accept full responsibility for the care of the rental equipment ("the Equipment") listed on this form and I agree to pay for any damages to the Equipment and replace it at full retail value and Equipment not returned by the agreed date.
- (SKIERS ONLY) I have made no misrepresentations in regard to my height, weight, age or skier type. (This information is required in order to properly adjust the ski boot/ binding settings.) I have verified that the visual indicator settings on the binding correspond to the settings shown on this form.
- I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer any questions I may have as to the proper use of the Equipment.
- I also agree to return the Equipment in clean condition to avoid any additional charges.

**ASSUMPTION OF RISKS**

I am aware that alpine skiing, snowboarding, and telemarking involves risks, dangers and hazards and that injuries are a common and ordinary occurrence of these sports.

**ALPINE SKIING** I understand that the ski boot / binding system will not release at all times and under all circumstances, that it is not possible to predict every situation in which the system will release, and that the system is no guarantee that the user will not be injured.

**SNOWBOARDING / SKIBOARDING / TELEMARKING** I understand that the boot/binding system is 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 avalanche.

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

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

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

- TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against **GRANDE PRAIRIE SKI CLUB** (operating as Nitehawk Recreation Area) and the manufacturer and distributor of the Equipment and their directors, officers, employees, agents, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the Releasees) and to **RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of 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 WARRANTY ON THE PART OF THE RELEASEES** in respect of the design, manufacture, selection, maintenance or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance to the use of the Equipment;
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any loss, damage, injury or expense to any third party, resulting from the use of the Equipment;
- This 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;
- This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta; and
- Any litigation involving the parties to this Agreement shall be brought within the Province of Alberta. **I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.**

X  
 SIGNATURE OF RENTER \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF USER OF EQUIPMENT \_\_\_\_\_ WITNESS \_\_\_\_\_