# MT HOLLY RESORT, INC
# RENTAL DISCLAIMER

**Parent/Guardian must complete this section prior to child's participation in the Student Program. PLEASE READ CAREFULLY BEFORE SIGNING**

**Please Print:**

**Participant Name**_____**Male**___ **Female**___
First Middle Initial Last

**Address**_____**City**_____

**State**_____**Zip**_____**Home Phone**_____ _____ _____

**Height**_____ **Age**_____ **Weight**_____

**Skier Type I**___**II**___**III**___ **Snowboard Type Beg**___**Int**___**Adv**___**Shoe Size**_____

1. I agree upon behalf of my child that he/she will accept for use, as is the equipment to be rented to him/her and that I will accept full responsibility to its care while it is in his/her possession.
2. I will be responsible for the replacement at full retail value of any equipment to be rented to my child and not returned to the rental department.
3. I understand my child must return all rental equipment by the agreed date in clean condition to avoid any additional charges.
4. I agree that I or an authorized designee will ensure that my child receives instruction on the use of his/her equipment and fully understands its use and function before use at each session of the entire season program.
5. I have made no misrepresentations of this form concerning my child's height weight, age or skier/snowboard type.
6. I agree that at each session I or an authorized designee will verify that the visual indicator settings recorded on my child's multi-rental form agrees with the numbers appearing in the visual indicator windows of the equipment listed on said form.
7. To the extent permitted by law, I agree to hold harmless and indemnify the ski shop or Rental department, at the ski resort, its operators and its owners, agents and employees, as well as the equipment manufactures and distributors and their owners, agents and employees from any loss or damage, including, but not limited to, any that result from or arise out of claims for personal injury, death or property damage related to the use of the equipment to be rented to my child.
8. I understand that there are inherent and other risks involved in the sport of snowsking and snowboarding for which the rental equipment is to be used, that injuries are a common and ordinary occurrence of the sport, and I freely and voluntarily assume those risks on my child's behalf.
9. I understand that a ski-binding boot 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, and it is, therefore, no guarantee of my child's safety.
10. To the extent permitted by law, on behalf of myself and on behalf of my child, I hereby agree to release from any legal liability the ski shop and rental department at the ski resort, its operators, and its owners, agents and employees, as well as the manufactures and distributors of the rental equipment and their respective owners, agents and employees, from any and all liability for damage and injury or death to my child, myself or to any person on the property resulting from the selection, installation, maintenance, adjustment or use of the rental equipment and for any claim based upon negligence, breach of warranty, contract or other legal theory accepting responsibility upon behalf of my child and myself for any and all such loss damage, injury or death which my result.
11. This agreement is governed by the applicable law of this state or province. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.
12. If I agree to the 11 stated above, I will sign on behalf of my child and rent the equipment.

Renter's Signature _____Date_____

Parent/Guardian (If Minor) Sign _____

Parent/Guardian (If Minor) Print _____

**IF NOT SIGNED YOU CANNOT RENT THE EQUIPMENT**

**Mt. Holly Resort Inc. * 13536 S. Dixie Hwy * Holly, MI 48442 * 248-634-8269**