



RENTAL AGREEMENT and RELEASE FROM LIABILITY



(315) 683-5842

Date: _____

First Name _____ Last Name _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Shoe Size _____

Weight _____ lbs. Height _____ ft. _____ in. Age _____

ID # _____

Check your level of ability I II III

PLEASE READ CAREFULLY BEFORE SIGNING

- I accept for use, as is, the equipment listed on this form and accept full responsibility for its care while it is in my possession.
- I agree to reimburse Toggenburg for any loss or damage other than reasonable wear resulting from use.
- I accept and clearly understand that there are inherent risks involved in the sport of skiing and boarding, that injuries are a common and ordinary occurrence and I freely accept these risks.
- I understand that the ski/boot/binding system which I have rented will not release at all times nor under all circumstances and does not guarantee my safety.
- I have received instruction on the use of any equipment and fully understand its use and function.
- I agree to hold harmless and indemnify and release Toggenburg and its owners, agents, and/or employees, including ski instructors, manufacturers and distributors thereof, from any and all liability for damage, injury to myself or any person, including while taking a lesson, death and/or property damage, resulting from negligence, conditions of the premises, operation of the ski and boarding area, rental or operation of equipment, installation, maintenance, selection, adjustment, and use of the equipment and/or actions and/or omissions of Toggenburg and its owners, agents, and/or employees, accepting myself the full responsibility for any and all such damage, injury, or death which may result.
- I have made no misrepresentations to Toggenburg in regard to my height, weight, age or skier type and agree to return all equipment by the agreed date and time to avoid additional charges.
- This agreement is governed by the applicable law of New York State. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.
- I have read, reviewed and understand the "WARNING TO SKIERS" posted at this ski area. I signify that I am aware and understand the risks inherent in the sport of skiing snowboarding as set forth on the "WARNING TO SKIERS."
- I agree that all disputes and/or lawsuits under this contract and/or from my use of the facilities at Toggenburg shall be litigated exclusively in the Supreme Court of the State of New York, County of Onondaga, or in the United States District Court for the Central District of New York.

PLEASE DO NOT WRITE BELOW THIS LINE

BOOTS #	SKIS		BINDINGS SETTINGS
SNWBRD BOOTS #	SNOW DOGS #	SNBRD #	

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THE ABOVE RENTAL AND RELEASE-FROM-LIABILITY AGREEMENT.
I VERIFY THAT THE VISUAL INDICATORS ON MY BINDINGS CORRESPOND TO THE SETTINGS
AS SHOWN ON THIS RENTAL AGREEMENT FORM

SKIER APPROVAL: _____
If minor signature of parent or guardian required

PARENT/GUARDIAN/EMPLOYEE: _____