



Ski/Snowboard Equipment Rental - MINORS Terms & Full Liability Release and Indemnity Agreement

I understand and accept that once on site, my minor child will be issued snow sports equipment per the equipment reservation. I understand this equipment will be issued "as is" and I accept full responsibility for its safe use and care while in my child's possession. I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the shop or is damaged. I agree to return all rental equipment by the agreed date in clean and same condition as when I rented it. I agree to reimburse and hold harmless AFR for any loss or damage resulting from the use of such equipment and to pay AFR the retail cost and lost rental income of all equipment which is damaged, lost or not returned.

I understand that the binding system cannot guarantee the users safety or freedom from injury while skiing. In downhill skiing, the binding system furnished forms a part of or all of a ski-boot-binding system which will NOT RELEASE OR RETAIN AT ALL TIMES or under all circumstances where release or retention may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding, 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 also understand that binding equipment does NOT REDUCE OR ELIMINATE the risk of injuries to the user's knees or any other part of the body.

I understand that a helmet designed for recreational snow sports use will help reduce the risk of some types of injuries to the user. I recognize that serious injury or death can result from both low- and high-energy impacts, even when a helmet is worn. I understand that no helmet can protect the user against every foreseeable impact to the head, and that recreational snow sports present unavoidable and inherent risks of injury which surpass the limits of protection offered by this helmet. I understand that this helmet does not protect against trauma to any other part of my (or my minor child's) body, including neck, face and spine, and that these limitations are unavoidable and inherent risks of any activity in which this helmet will be used.

I understand that the sport of skiing, snowboarding, snowblading, and other recreational activities involve inherent and other risks of INJURY and DEATH. I VOLUNTARILY AGREE TO EXPRESSLY ASSUME ALL RISK OF INJURY AND DEATH that may result from skiing/snowboarding/snowblade use, or other recreational activities which relate in any way to the use of this equipment. I hereby AGREE TO NOT SUE AFR, the Equipment Manufacture or Distributers for any such injury and death.

I AGREE TO RELEASE AFR, its employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of this equipment, hereinafter collectively referred to as "Providers", from all liability for injury, death, property loss and damage which results from the equipment user's participation in the sport of skiing/snowboarding/snowblade use or other recreational activities in any way related to use of this equipment, including all liability which results from the NEGLIGENCE of Providers, or any other person or cause. I agree not to make any claim against or sue the Providers for personal injury, death, or damages relating to skiing, snowboarding, snowblade use, or any other rental equipment listed above and/or use of this equipment. I further AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS the Providers for any loss or damage, including any that which results from claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of this equipment.

In exchange for, and in consideration of, AFR renting this equipment to me, I contractually agree that any and all disputes between me and AFR arising from the use of this equipment, and including any claims for personal injury and/or death will be governed by the laws of the State of New Mexico and the Exclusive Jurisdiction thereof will be in the state or federal courts of the State of New Mexico. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect. There are NO WARRANTIES, expressed or implied, which extend beyond the description of this equipment listed on this form.

IN EXCHANGE AND CONSIDERATION FOR BEING ABLE TO RENT THIS EQUIPMENT, I HEREBY AGREE TO ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT. I HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL AND FULL LIABILITY RELEASE AND INDEMNITY AGREEMENT AND I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW I AM WAIVING MY LEGAL RIGHTS AS WELL AS THOSE OF ANY MINOR FOR WHOM I AM SIGNING.

YOU AGREE THAT YOU WILL RETURN THE EQUIPMENT TO THE SAME LOCATION FORM WHERE IT WAS RENTED IN A TIMELY MANNER. YOU AGREE AND ACKNOWLEDGE THAT IF YOU DO NOT RETURN THE EQUIPMENT IN A TIMELY MANNER AND IN THE SAME CONDITION IT WAS RENTED, EXCEPT FOR NORMAL WEAR AND TEAR, YOU HEREBY AUTHORIZE AFR TO CHARGE YOUR CREDIT CARD FOR THE LOST AND/OR DAMAGED EQUIPMENT.

I agree that this contract will apply to each and every occasion myself or any my minor child use the Angel Fire Resort Operations, L L C facilities and/or equipment.

Print Name of Participant (Minor): _____

PARENT/GUARDIAN PRINTED NAME PARENT/GUARDIAN SIGNATURE DATE
(must be signed by parent or legal guardian if participant is under eighteen years of age)