

YOSEMITE SKI AND SNOWBOARD AREA
EQUIPMENT RENTAL AGREEMENT, INSTRUCTION AGREEMENT AND ACKNOWLEDGMENT OF RISK

Name _____ Date _____
Address _____ Home Phone () _____
City _____ State _____ Zip _____ Email _____

In consideration of the services of Yosemite Ski and Snowboard Area and Yosemite Hospitality, LLC, their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereafter collectively referred to as "Yosemite"), I agree as follows:

Although Yosemite has taken reasonable steps to provide me with appropriate equipment and skilled instructors and guides so I can enjoy an activity for which I may not be skilled, Yosemite has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. Yosemite does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks:

I accept and clearly understand that skiing (alpine, Nordic and Telemark skiing), snowboarding, tubing, use of lifts, traveling in the mountains, instructions in these activities, and use of the equipment provided (herein "winter sports and related activities") are hazardous and could result in injury or death. I understand that there are inherent and other risks involved in winter sports and related activities, including without limitation: falls, loss of balance, equipment failure, incorrect use of equipment, errors in judgment, changing weather conditions, exposure, becoming lost, disorientation, falling objects and other perils of nature. **Despite these and other risks, I voluntarily and expressly agree to assume all risks of injury or death that may result from participation in winter sports and related activities.**

I am aware that winter sports and related activities entail risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of Yosemite has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I understand this agreement is severable and if any clause is found invalid, the balance of the agreement will remain in effect, valid, and enforceable. I agree that any action arising from or related to this agreement must be brought only in Mariposa County (state court) or the U.S. District Court for the Eastern District of California (federal court). This agreement is subject to and interpreted under the laws of the State of California.

I accept for use **AS IS** the equipment rented, and accept full responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at full retail value of any equipment that is not returned to the shop. I understand that Equipment Breakage Insurance, if any, only covers damage incurred during normal use. I agree to return all equipment by the agreed date in clean condition to avoid any additional charges. I have received instructions on the use of the equipment and fully understand its use and function.

For skiers/snowboarders: I understand that the ski/boot/binding systems will not release at all times or under all circumstances where release may prevent death or injury to the skier, nor is it possible to predict every situation in which it will release, and it is therefore no guarantee of my safety. I understand that snowboard/boot binding and Nordic Telemark systems are designed as non-releasing systems, and will not ordinarily release during use, and are no guarantee of my safety.

I have received satisfactory answers to any questions I may have regarding the equipment and I will stop using the equipment and have it inspected, repaired, or readjusted by a guide or rental technician if I feel that it is not functioning properly.

I certify that the medical information I provided is accurate and I believe I am physically capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death and loss of personal property and expenses thereof as a result of all risks and dangers in participating in this mountaineering and related activities.

READ CAREFULLY AND UNDERSTAND THE ACKNOWLEDGEMENT OF RISKS BEFORE SIGNING

Signature: _____ Date _____
Under 18, signature
of parent or guardian: _____ Date _____