



# Cataloochee<sup>®</sup> Ski Area

## EQUIPMENT RENTAL FORM

PLEASE PRINT CLEARLY

Date out  Date in

Last Name  First Name

Address / City  Prov. / State  Country  Postal Code / Zip

Phone Number  e-mail  Local Phone Number

Your Weight  lbs.  kg Your Height  ft.  in.  m  cm Skier Type (Circle One)  I  II  III Age  No. of Days Wanted

### FOR OFFICE USE ONLY

Skier Code  Final Indicator Setting: T  L  T  R  H  L  H  R  A  Jr  Single Code

|               | Rent                     | Own                      | ID # or Description |
|---------------|--------------------------|--------------------------|---------------------|
| Skis          | <input type="checkbox"/> | <input type="checkbox"/> |                     |
| Boots         | <input type="checkbox"/> | <input type="checkbox"/> |                     |
| Poles         | <input type="checkbox"/> | <input type="checkbox"/> |                     |
| S-board       | <input type="checkbox"/> | <input type="checkbox"/> |                     |
| S-board Boots | <input type="checkbox"/> | <input type="checkbox"/> |                     |
| Helmet        | <input type="checkbox"/> | <input type="checkbox"/> |                     |

Initials of User or Agent

Initials of Parent if User is a Minor

I understand and agree that skiing, snowboarding, cross-country, ski boarding and other winter sports are hazardous activities, that injuries from various causes are an inherent risk of participating in these activities. I freely accept and assume all risks of injury or death that may occur while using this equipment. I understand and agree that this helmet cannot guard against all foreseeable impacts and head injuries nor from neck, spine or other injuries which may result from skiing or snowboard use. I understand that at speeds of greater than 13 miles per hour, my helmet may not provide adequate protection against a serious head injury if my head comes into direct contact with a fixed object.

| WEIGHT<br>LBS/KG        | HEIGHT<br>FT' IN" /<br>CM | S<br>K<br>I<br>E<br>R<br><br>C<br>O<br>D<br>E | INITIAL INDICATOR VALUE |       |       |       |       |       |        |             |    |       |        |   |   |   |
|-------------------------|---------------------------|---|-------------------------|-------|-------|-------|-------|-------|--------|-------------|----|-------|--------|---|---|---|
|                         |                           |   | SOLE LENGTH (mm)        |       |       |       |       |       |        |             |    |       |        |   |   |   |
|                         |                           |   | ≤ 231                   | 251   | 271   | 291   | 311   | 331   | ≥ 351  | SINGLE CODE |    |       |        |   |   |   |
|                         |                           |   | B <sup>2</sup> YS       |       |       | BYS   |       |       |        |             |    |       |        |   |   |   |
|                         |                           |   | a                       | i     | j     | n     | o     | s/B   | t/C    | H           | L  | M     | R      | V | V | 6 |
| 22-29 lbs<br>10-13 kg   |                           | A   | 3/4                     | 3/4   | 3/4   |       |       |       |        |             |    |       |        |   |   |   |
| 30-38 lbs<br>14-17 kg   |                           | B   | 1                       | 3/4   | 3/4   | 3/4   |       |       |        |             |    |       |        |   |   |   |
| 39-47 lbs<br>18-21 kg   |                           | C   | 1 1/2                   | 1 1/4 | 1 1/4 | 1     |       |       |        |             |    |       |        |   |   |   |
| 48-56 lbs<br>22-25 kg   |                           | D   | 2                       | 1 3/4 | 1 1/2 | 1 1/2 | 1 1/4 |       |        |             |    |       |        |   |   |   |
| 57-66 lbs<br>26-30 kg   |                           | E   | 2 1/2                   | 2 1/4 | 2     | 1 3/4 | 1 1/2 | 1 1/2 |        |             |    |       |        |   |   |   |
| 67-78 lbs<br>31-35 kg   |                           | F   | 3                       | 2 3/4 | 2 1/2 | 2 1/4 | 2     | 1 3/4 | 1 3/4  |             |    |       |        |   |   |   |
| 79-91 lbs<br>36-41 kg   |                           | G   |                         | 3 1/2 | 3     | 2 3/4 | 2 1/2 | 2 1/4 | 2      |             |    |       |        |   |   |   |
| 92-107 lbs<br>42-48 kg  | ≤ 4'10"<br>≤ 148 cm       | H   |                         |       | 3 1/2 | 3     | 3     | 2 3/4 | 2 1/2  |             |    |       |        |   |   |   |
| 108-125 lbs<br>49-57 kg | 4'11"-5'1"<br>149-157 cm  | I   |                         |       | 4 1/2 | 4     | 3 1/2 | 3 1/2 | 3      |             |    |       |        |   |   |   |
| 126-147 lbs<br>58-66 kg | 5'2"-5'5"<br>158-166 cm   | J   |                         |       | 5 1/2 | 5     | 4 1/2 | 4     | 3 1/2  | 3           |    |       |        |   |   |   |
| 148-174 lbs<br>67-78 kg | 5'6"-5'10"<br>167-178 cm  | K   |                         |       | 6 1/2 | 6     | 5 1/2 | 5     | 4 1/2  | 4           |    |       |        |   |   |   |
| 175-209 lbs<br>79-94 kg | 5'11"-6'4"<br>179-194 cm  | L   |                         |       | 7 1/2 | 7     | 6 1/2 | 6     | 5 1/2  | 5           |    |       |        |   |   |   |
| ≥ 210 lbs.<br>≥ 95 kg   | ≥ 6'5"<br>≥ 195 cm        | M   |                         |       |       |       | 8 1/2 | 8     | 7      | 6 1/2       | 6  |       |        |   |   |   |
|                         |                           | N   |                         |       |       |       |       | 10    | 9 1/2  | 8 1/2       | 8  | 7 1/2 |        |   |   |   |
|                         |                           | O   |                         |       |       |       |       |       | 11 1/2 | 11          | 10 | 9 1/2 | 9      |   |   |   |
|                         |                           | P   |                         |       |       |       |       |       |        |             | 12 | 11    | 10 1/2 |   |   |   |

VALIDATION: \_\_\_\_\_

X \_\_\_\_\_  
TECHNICIAN'S SIGNATURE

I have read, understood and agreed to all terms and conditions on the reverse side of this form. I accept full financial responsibility for the equipment listed on this form and promise to return it clean and undamaged by the agreed time and date. If I fail to do so, I agree to pay for its repair, cleaning or replacement at the full retail rate, as determined by the shop, as well as for the rental value of any additional days. (For release bindings only: I have confirmed that the binding release/retention setting numbers on the bindings correspond to the "Final Indicator Setting" stated on this form. I understand that correct weight, height, age and skier type are essential to proper adjustment of the release/retention settings, and I certify that all user information on this form is correct.)

X \_\_\_\_\_  
SIGNATURE OF USER OR AGENT DATE

X \_\_\_\_\_  
PARENT'S SIGNATURE IF USER IS A MINOR DATE

# RENTAL RELEASE AND ASSUMPTION OF RISK AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.

1. I accept for use AS IS the equipment listed on this form, with no warranties, express or implied. I accept full responsibility for the care of the equipment while it is in my possession, except reasonable wear and tear, and agree to pay for any damage caused to the equipment. I agree to return all equipment by the agreed date in clean condition to avoid any additional charges. I will be responsible for the replacement at full retail value of any equipment rented under this form, but not returned to, the shop.
2. I agree to hold harmless and indemnify Cataloochee Ski Area and its owners, agents and employees for any loss or damage, including any that results from claims for personal injury or property damage related to my use of this equipment.
3. I understand that there are inherent and other risks involved in the sport for which this equipment is to be used, that injuries are a common and ordinary occurrence of the sport, and I freely assume those risks. I understand that those risks include but are not limited to: equipment failure; equipment malfunction; equipment damage; the technician's negligence in setting the binding release/retention values; the technician's failure to properly set the binding release/retention values; falling; slick or uneven surfaces; variations in surface conditions; ice and ice chunks; bare spots; holes; debris; marked and unmarked obstacles; collisions with natural or man-made objects or collisions with other people; encounters with snowmobiles and/or other motor vehicles; and lift loading, unloading, and riding.
4. I understand that the ski-boot-binding system will not release at all times or under all circumstances, nor is it possible to predict every situation in which it will release, and is therefore no guarantee for my safety. I understand that the snow-board-boot-binding system will not release at all and is therefore no guarantee for my safety.
5. I hereby RELEASE AND AGREE NOT TO SUE Cataloochee Ski Area, its owners, agents and employees, the equipment manufacturers or distributors, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") from any and all liability for damage and injury to myself or to any person or property resulting from negligence, installation, maintenance, selection, adjustment, design, manufacturing and/or use of this equipment, accepting myself the full responsibility for any and all such damage or injury which may result.
6. I understand that correct weight, height, age and skier type are essential to proper adjustment of any release bindings rented by me.
7. I verify that the visual indicators on my bindings correspond to the settings as shown on this rental agreement form.
8. All instructions on the use of my rental equipment have been made clear to me, and I understand the function of my equipment.
9. I understand that helmets are available for rent and if I choose not to rent a helmet for myself or my child, I assume all risk of injury associated with not wearing a helmet and specifically release Cataloochee Ski Area and any other Released Party from any claims associated with not wearing a helmet. I understand that if I choose to rent a helmet for myself or my child, Cataloochee Ski Area and the Released Parties have made no representations or warranties about the shock absorption capability or injury prevention capability of said helmet. I understand that helmets are designed to reduce the severity of head injuries; however, I also understand that any helmet I rent from this resort cannot guard against all foreseeable impacts and head injuries nor from neck, spine or other injuries that may result from skiing or snowboard use.
10. In consideration for the rental and use of the equipment, I agree that any claims for injury and/or death arising from the my use of this equipment shall be governed by North Carolina law and that the EXCLUSIVE JURISDICTION of any claim shall be the Superior Court of Haywood County, North Carolina.
11. I hereby authorize the use and reproduction by this resort, or anyone authorized by this resort, of any photographs or video footage taken of me for any purpose whatsoever, without further compensation to me.

I, the undersigned, have read and understood the Rental Release and Assumption of Risk Agreement above.

Skier/Snowboarder's Signature

Date

*If skier or snowboarder is younger than 18, then their parent/guardian must sign below.*

Parent/Guardian Signature

Date



**Cataloochee**  
**Ski Area**