

[Snow Can] RENTAL AGREEMENT & RELEASE OF LIABILITY

RELEASE OF LIABILITY

I hereby acknowledge that: (a) I have received instruction on and fully understand how to use the ski and/or snowboard equipment I am renting or purchasing from SNOWCAN; (b) all of the personal information I have provided to the rental company (including height, weight, age and skier type) is true and accurate; (c) I have confirmed that all the binding adjustment settings (Left Toe, Left Heel, Right Toe, Right Heel) conform to the final settings; (d) I understand that there are inherent and other risks, dangers and hazards associated with skiing and/or snowboarding and that usage of the rented or purchased equipment may result in personal injury, property damage, or death; (e) I understand that the ski-boot-binding (S-B-B) system does not guarantee my safety or the avoidance of accidents; (f) I understand that snowboard bindings do not have a safety release mechanism; and (g) I understand that, if I select my own purchased or rental equipment and/or set the adjustments on my own, I do so at my own risk.

I, on behalf of myself, my heirs, family members and personal representatives, hereby release fully and discharge SNOWCAN, its owners, officers, agents, employees, successors and assigns from any and all liability resulting from any personal injury, death, or property damage which is caused, directly or indirectly, by the acts or failures to act of SNOWCAN, or any of its owners, officers, agents or employees in the installation, adjustment, inspection, maintenance, sale and/or rental of the equipment, and/or in the instructions given to me concerning the equipment and its use, and/or from my use of this equipment. I understand that the S-B-B system does not guarantee my safety or the avoidance of accidents.

In the event that I am signing as a parent of a minor, I represent that I have full authority to do so, realizing this release is binding upon the minor as well as myself.

I, the undersigned, acknowledge that I have carefully read this release of liability and understand its contents. I am aware that by signing this release, I am waiving certain legal rights, including the right to sue SNOWCAN.

READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE.

Customer Signature* _____ Date _____

Parent/Guardian _____ Date _____

*Parent or Guardian signature must accompany minor signature.

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In consideration of the rental of ski and/or snowboard equipment, I, the renter, hereby agree and acknowledge as follows:

1. Each renter must present a passport, driver's license or other personal identification.
2. Payment may be by cash or credit card. Prepayment will be required for all renters. Credit cards will be charged for the contracted rental period at the time the equipment is picked up, and customers paying by cash will be required to pay such amount at that time as well.
3. One day is considered 8:00 am to 5:00 pm, and a half-day is considered 8:00 am to 1:00 pm and 12:00 pm to 5:00 pm. These terms would be changed depending on each stores' business hours, schedules, the condition of the weather and so on. Rental fees for night rentals are the same as for half days. Once reservations are made they cannot be changed. There will be no refunds for early returns. Renters must return the equipment by the time indicated on the rental application. Late returns will be subject to an additional charge of one half day.
4. Our price for kids applies to the person aged 12 and below. If your kid hires rental equipment for adults due to the size, the price becomes to 70% of price for adults.
5. With respect to recently-released ski and snowboard equipment, in the unlikely event of theft, loss or damage, we may require a considerable payment, such as the cost for us to purchase the equal equipment, from the renter.
6. While being used or in the renter's possession, rental equipment may not be transferred or lent to anyone else. In addition, alteration, disassembly, repair, adjustment, etc. of rental equipment is forbidden, so please refrain from such activities.
7. Upon cancellation of an online reservation, the customer will be charged a certain percentage of the total price of rental (cancellation charge) as listed below.
 - If the reservation is canceled the day before the intended start date: No charge
 - If the reservation is canceled on the intended start date: 50%

Depending on the circumstances, rentals may not be available.

PLEASE NOTE:

1. Skiing and snowboarding are enjoyable sports, but at the same time by their nature may be dangerous. It is important for renters to understand that injury is possible.
2. With respect to the ski-boot-binding (S-B-B) systems, even if their release would allow the user to escape injury or death, there is no guarantee that they will release. At the same time, it cannot be predicted when they will release. The safety of these systems cannot be guaranteed. Snowboard bindings are not designed to release.
3. The edges of skis and snowboards are sharp and very dangerous. Renters must take care not to allow fingers, etc. to be cut. Boots may come open during use. Skiing may cause blisters on the feet despite the fact that boots are fitted properly.

Customer Signature* _____ Date _____

Parent/Guardian _____ Date _____

*Parent or Guardian signature must accompany minor signature.