Ski rental waiver

Rental of ski and snowboard equipment

I voluntarily choose to rent, or give permission for the renter named in this form to rent and use, ski or snowboard equipment supplied by **[Ski Rental Shop Name]**.

Rented equipment may include:

- Skis, ski bindings and ski poles
- Snowboards and snowboard bindings
- Ski boots and snowboard boots
- Helmets
- Any other accessory listed on the rental agreement or receipt

I understand that the rental shop supplies equipment only. Unless separately agreed in writing, it does not provide ski lessons, guiding, supervision or lift access, and it does not operate the slopes on which the equipment may be used.

The rental shop may refuse, restrict or end a rental if it reasonably believes that the renter cannot use the equipment safely, that the information provided is unreliable or that the equipment is unsuitable for the renter.

Deposits and fees remain subject to the rental shop’s cancellation and refund policies.

Renter eligibility

I confirm that the renter meets the rental shop’s minimum age and identification requirements.

Where I sign for a minor or another person who cannot legally provide their own consent, I confirm that I am their parent, legal guardian or otherwise legally authorised to provide consent on their behalf, and that I will make sure they understand how to use the equipment and follow this form.

I confirm that the renter is physically and mentally capable of using the rented equipment on the terrain they intend to ride, except for any condition or limitation disclosed to the rental shop before the rental.

Binding release settings and their limits

I understand that ski binding release settings, often called DIN-style settings, are selected from the information given for each skier, including weight, height, age, boot sole length and skiing ability.

I confirm that the information I give for the renter is complete and accurate. I will not understate or overstate the renter’s weight, age or ability.

I understand that:

- Inaccurate information may lead to a setting that is too high or too low for the renter
- A setting that is too high may stop a binding from releasing when it should, and a setting that is too low may cause it to release when it should not
- The setting applies only to the renter and only to the boots fitted with the equipment
- Skis must not be lent to, or used by, anyone else
- I must tell the rental shop if the renter's ability, boots or other details change during the rental

I will not adjust the bindings, the release settings or the boot position myself, and I will return to the rental shop or an authorised technician if any adjustment appears necessary.

I understand that ski bindings are designed to reduce the risk of some injuries, but that they cannot prevent all injuries and cannot be relied upon to release in every fall or situation.

A correctly adjusted binding may still fail to release when the renter would want it to, or may release unexpectedly during normal skiing. Either event may cause a fall, a collision or an injury, particularly to the knee or lower leg.

Binding function can be affected by snow or ice packed under the boot, worn or damaged boot soles, walking on hard surfaces in ski boots and the speed, direction and force of a fall.

I understand that most snowboard bindings are not designed to release at all, so a snowboarder remains attached to the board during a fall.

Skiing and snowboarding risks

I understand that skiing and snowboarding are physically demanding activities carried out at speed, on slippery and changing surfaces, in a mountain environment.

I understand that falls and collisions may happen even when the renter is careful and the equipment is working correctly.

Possible risks include:

- Falls and loss of control
- Knee ligament, leg, ankle, wrist and shoulder injuries
- Head, neck and spinal injuries
- Collisions with other skiers, snowboarders, trees, rocks, lift towers, snow guns, fences or vehicles
- Injury caused by the sharp edges of skis and snowboards
- Injury while walking in ski boots or getting on and off lifts
- A runaway ski or snowboard striking a person
- Hypothermia, frostbite, snow blindness and sunburn

- Changes in snow conditions, weather, visibility and altitude
- Failure, breakage or incorrect fit of equipment
- Serious injury, permanent disability or, in rare cases, death

I understand that the rental shop cannot eliminate every risk associated with skiing and snowboarding.

I voluntarily accept the ordinary and inherent risks of using the rented equipment.

Terrain, off-piste and backcountry use

I understand that the rental shop does not control the slopes, snow conditions, lifts or weather where the equipment is used.

I will follow the rules, signs and closures of any ski area, and the instructions of its patrol and other staff.

I understand that terrain outside marked and patrolled runs may involve avalanches, tree wells, cliffs, crevasses, hidden rocks, deep snow, getting lost and delayed rescue.

Unless the rental shop has agreed otherwise, rented equipment is supplied for use on marked runs. It is not avalanche safety equipment, and it is not intended to replace the training, companions and safety gear that off-piste travel requires.

Any decision to go off-piste or into the backcountry is the renter’s own decision.

Helmets and fit

I understand that the rental shop recommends a helmet for every renter and may require one for children under its own policy.

I understand that a helmet may reduce the risk of some head injuries but cannot prevent all head injuries, concussions or neck injuries.

I agree that boots and helmets must fit properly and be fastened correctly each time they are used. I will report boots that are painful or too loose, and helmets that move, before leaving the shop.

If I decline a helmet or other equipment that the rental shop offers, I do so by my own choice.

Inspection before use

I agree to check the equipment before leaving the rental shop and before each use.

I agree to check that:

- The equipment is the size and type I rented
- The boots click securely into the bindings and release when I step out
- Skis, snowboards, edges and bindings show no visible damage or loose parts
- Boot buckles, straps, soles and helmet fastenings are working
- Brakes retract and spring back, and snowboard straps tighten and hold

I will stop using the equipment and contact the rental shop immediately if anything appears damaged, loose or not to be working correctly.

If I do not report a problem at the time of collection, the rental shop may treat the equipment as having been received in the condition recorded on the rental agreement.

Permitted use of the equipment

I accept responsibility for the renter’s conduct and for the equipment during the rental.

I agree not to:

- Lend, sublet or transfer the equipment to another person
- Use boots with bindings that have not been set for those boots
- Use the equipment for any purpose other than skiing or snowboarding on snow
- Ride beyond the renter’s ability or the ability stated in this form
- Ride on rocks, ground, stairs or rails unless the equipment was rented for that purpose
- Modify, wax, sharpen or repair the equipment without permission

I will store the equipment securely when it is not in use and will use leashes or brakes as supplied.

Damage, loss and additional charges

I accept responsibility for equipment that is lost, stolen or damaged during the rental period, apart from normal wear and damage the rental shop agrees was not caused by misuse.

I understand that charges may include:

- Repair costs for damage beyond normal wear, including core shots, broken edges and damaged bindings
- The replacement value of lost, stolen or unrepairable equipment
- Late return and additional rental days
- Cleaning or administration costs set out in the rental agreement

I will report loss, theft or damage as soon as reasonably possible, and I may be asked to obtain a police or ski patrol report.

I authorise the rental shop to apply these charges to any deposit or payment method I have provided, where the rental agreement allows it. Any optional damage cover applies only as stated in its own terms.

Rental period and return

The rental period starts and ends at the dates and times on the rental agreement.

I agree to return all equipment to the agreed location on time, in the condition in which it was received apart from normal wear.

If I return equipment late, I may be charged for additional time at the rental shop’s published rates.

If I return equipment early, a refund is available only where the rental shop’s policy says so.

Responsibility for the equipment continues until the rental shop has received it and recorded the return.

Physical condition and health

I agree to inform the rental shop about any condition that may affect safe use of the rental, including:

- A current injury or physical limitation
- Previous knee, leg, ankle, back or shoulder injuries
- A previous concussion or head injury
- Heart, circulation or blood-pressure conditions
- Asthma or breathing difficulties, including at altitude
- Epilepsy, seizures, fainting or loss of consciousness
- Limited vision or balance difficulties
- Recent surgery or medical treatment
- Pregnancy or possible pregnancy
- Medication that thins the blood or affects coordination, judgment or alertness
- A restriction recommended by a healthcare professional

I understand that staff are not medical professionals unless expressly stated otherwise.

I will stop and inform a staff member if I experience pain, dizziness, breathing difficulty, unusual weakness or another concerning symptom.

Alcohol, drugs and impairment

I will not operate or use the rented equipment while impaired by:

- Alcohol
- Recreational or illegal drugs
- Medication that affects judgment, coordination or alertness
- Fatigue, illness or another condition that makes participation unsafe

I understand that the rental shop may refuse or end use of the rental if it reasonably believes that a renter is impaired.

The rental shop may refuse to hand over equipment if it reasonably believes that the renter is impaired. Alcohol, drugs and tiredness can also reduce the ability to ski safely and may affect how a fall happens.

Personal belongings

I understand that clothing and personal belongings may become dirty, wet, damaged, lost or stolen.

I am responsible for protecting phones, jewellery, glasses, clothing and other personal property.

To the fullest extent permitted by applicable law, the rental shop is not responsible for ordinary loss or damage to personal belongings unless caused by liability that cannot legally be excluded.

Emergency assistance

If the renter becomes ill or injured, I authorise the rental shop and its staff to:

- Provide reasonable first aid
- Stop the renter from continuing
- Contact an emergency contact
- Contact emergency medical services
- Arrange transportation to an appropriate healthcare facility
- Share relevant information with emergency responders
- Take reasonable action to protect the renter’s immediate safety

I understand that the rental shop cannot guarantee that an emergency contact will be reached before assistance is provided.

I accept responsibility for medical, ambulance and treatment expenses unless applicable law or legally established liability requires otherwise.

Assumption of risk

I knowingly and voluntarily accept the ordinary and inherent risks associated with skiing and snowboarding with rented equipment.

I accept responsibility for injuries, losses or complications caused or materially contributed to by:

- Inaccurate or incomplete weight, height, age, boot sole or ability information
- A health condition or limitation I failed to disclose
- A binding that does not release, or that releases unexpectedly, within the limits described in this form
- My adjustment of the bindings, or my use of equipment set for someone else
- My decision to ride off-piste, in closed areas or beyond the renter's ability
- My failure to inspect the equipment or report a problem
- My reckless, unlawful or prohibited conduct
- My use of the equipment while impaired or medically unfit

Liability release

To the fullest extent permitted by applicable law, I release **[Ski Rental Shop Name]** and its owners, directors, ski technicians, boot fitters, rental assistants, employees, contractors and representatives from claims arising solely from:

- Ordinary and inherent risks of skiing and snowboarding knowingly accepted in this form
- Relevant information I concealed or provided inaccurately, including information used to select binding settings
- Unauthorised adjustment of bindings, or use of the equipment by another person
- My failure to inspect the equipment or follow reasonable instructions
- Use of the equipment off-piste, in closed areas or for a purpose it was not supplied for
- My reckless, unlawful or prohibited conduct
- The conduct of another skier or snowboarder, or conditions on the slopes, outside the rental shop's reasonable control

This release does not exclude or limit liability that cannot legally be excluded or limited.

It does not apply to fraud, intentional misconduct, gross negligence, reckless conduct, breaches of mandatory safeguarding duties, violations of mandatory consumer rights or any other liability that applicable law prohibits the rental shop from waiving.

Privacy and recordkeeping

I understand that the rental shop may collect and retain information where reasonably necessary to:

- Register and identify renters
- Confirm consent and eligibility
- Manage bookings and activities
- Understand relevant health or support needs
- Maintain safety and incident records
- Respond to injuries, complaints or legal claims
- Meet insurance, safeguarding and legal obligations

Information will be handled according to the rental shop's privacy notice and applicable data-protection laws.

Final declaration

By completing and signing this form, I confirm that:

- I have read and understood the entire waiver.
- The weight, height, age, boot sole and ability information is complete and accurate.
- I understand that bindings may fail to release or may release unexpectedly.
- I understand that skiing and snowboarding may cause serious injury.
- I understand and accept the ordinary and inherent risks.
- I will inspect the equipment and report any problem immediately.
- I will not adjust the bindings or lend the equipment to anyone else.
- I accept responsibility for damage, loss and late return charges as described in this form.
- I will not use the equipment while impaired or medically unfit.
- I authorise reasonable emergency assistance where necessary.
- I had an opportunity to ask questions before signing.
- Renting and using the equipment is voluntary.
- I understand that this form does not remove rights or protections that cannot legally be waived.

Renter completion

Contact details

First name *

Last name *

Phone

Email *

Equipment rented *

- [ ] Skis and bindings
- [ ] Ski poles
- [ ] Ski boots
- [ ] Snowboard and bindings
- [ ] Snowboard boots
- [ ] Helmet

Skier ability *

- ◯ Beginner: cautious, lower speeds, gentle slopes
- ◯ Intermediate: moderate speeds, varied terrain
- ◯ Advanced: faster speeds, steep and challenging terrain
- ◯ Not applicable: snowboard or boots only

Age of the person using the equipment *

Height *

Weight *

Boot sole length, if known

☐ I have read, understood and agree to the Ski Rental Liability Waiver and Assumption of Risk above. I confirm that the information provided is accurate, that I am authorised to sign for the renter where applicable and that I voluntarily accept the risks of skiing and snowboarding with rented equipment. *

Signature *