



Rental 2024-2025

Last Name: _____ First Name: _____ Date: _____

Mailing address: _____ City, State Zip: _____

Cell phone (____) _____ Email _____

Driver's License: State: _____ DL# _____

Male/Female Weight: lbs _____ Height: _____ft _____in Age: _____

Shoe Size: _____ Snowboard: Regular Goofy N/A Skier Type I/II/III

Acknowledgement of Personal Information & Equipment Instructions

The person who rents equipment and/or participates in the Activity (as defined below) by utilizing any of Lookout Associate, LLC's, d/b/a Lookout Pass Ski & Recreation Area ("Lookout") property, facilities and property operated by Lookout ("ski area") shall be referred to hereinafter as "Participant." The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. Undersigned hereby acknowledges that Participant has received valid consideration in exchange for agreeing to the terms set forth in this Agreement. The Undersigned agrees and understands that skiing, snowboarding, a snow sliding activity, cross country skiing, snowshoeing and/or using Lookout's ski area, including the ski lifts, for any purpose (the "Activity") can be hazardous and involves the RISK OF PHYSICAL INJURY OR DEATH, and such risk is inherent and cannot be reasonably avoided without changing the nature of the Activity. Undersigned further acknowledges that he/she has read this Agreement, and Undersigned/Participant **EXPRESSLY ASSUMES ALL RISKS** of the Activity, inherent or otherwise. Further, the Undersigned recognizes that Participant has certain duties and/or responsibilities which are set forth in the Idaho's Ski Liability Act, Title 6, Chapter 11 of the Idaho Code. In consideration of allowing the Participant to use Lookout's ski area, the Undersigned/Participant agree to **RELEASE** Lookout from any and all liability and/or claims for property damage, injury or death arising from the Participant's participation in the Activity, including those claims based on Lookout's alleged or actual NEGLIGENCE. Further, Undersigned/Participant agrees to **WAIVE** Undersigned/Participant's right to file a lawsuit against Lookout for any existing or future claims regardless of whether such claims relate to the Activity. Additionally, Undersigned agrees to **DEFEND and INDEMNIFY** Lookout from all claims for property damage, injury or death arising out of Participant's participation in the Activity, which (1) he/she may suffer or for which (2) he/she may be liable to others or for (3) Participant's conduct that may contribute to a claim being asserted against Lookout. Finally, in consideration for allowing the Participant to use Lookout's ski area, the Undersigned agrees to **RELEASE** Lookout from any and all liability and/or claims stemming from the use of the Participant's image while using Lookout's ski area.

Undersigned has accurately represented the above listed information and it is true and correct. Participant will not use any of the equipment provided during this transaction until Participant has received instruction on its use and Participant fully understand its use and function. Undersigned agrees to verify that indicator windows of the equipment to be listed on this form.

Undersigned accepts for use the equipment listed on this form "as is". Undersigned accepts full financial responsibility for the care of the equipment while it is in Participant's possession. Undersigned will be responsible for the replacement at full value of any equipment rented under this from, but not returned to the rental facility. Undersigned agrees to return all rental equipment by the agreed date. Any lost or stolen equipment shall be replaced or compensated for by Undersigned. Undersigned understands that the binding system cannot guarantee Participant's safety. In downhill skiing, the binding system will not release at all times. For snowboarding, cross-country skiing, ski boarding, snowshoeing and other sports utilizing equipment with non-release bindings, 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.

Undersigned agrees to **expressly assume** all risks of injury or death that may result from the use of this equipment. Undersigned understands that a helmet designed for the Activity's use will help reduce the risk of some types of injuries to Participant. Undersigned recognizes that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

Undersigned hereby agrees to accept the terms and conditions of this Agreement. This document constitutes the final and entire agreement between Lookout and the Undersigned. There are no warranties, expressed or implied, which extend beyond the description of the equipment listed on this Agreement, and this equipment is accepted by Undersigned "AS IS". In consideration for allowing Participant to participate in the Activity, the Undersigned agrees that any and all claims for injury and/or death arising from the Participant's participation in the Activity shall be GOVERNED BY IDAHO LAW. Exclusive jurisdiction of any claim shall be in the STATE DISTRICT COURT FOR SHOSHONE COUNTY or in the FEDERAL COURT FOR THE STATE OF IDAHO. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and the remainder of the terms of this Agreement shall remain enforceable and not affected thereby.

EACH INDIVIDUAL WHO RENTS EQUIPMENT AND/OR PARTICIPATES IN THE ACTIVITY ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS AND WILL ABIDE BY THE SKIER RESPONSIBILITY CODE AND ALL LOOKOUT'S POLICIES/RULES GOVERNING THE PARTICIPATION IN THE ACTIVITY AND/OR THE USE OF ANY LOOKOUT CHAIRLIFTS OR THE LOOKOUT SKI AREA. IN THE EVENT THAT AN ADULT (AN INDIVIDUAL WHO IS AGE 18 OR OLDER) RENTS EQUIPMENT FOR A MINOR(S) AND/OR ANOTHER ADULT(S), THE PURCHASING ADULT AGREES THAT HE/SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SAID MINOR(S) AND/OR ADULT(S). THE PURCHASING ADULT AGREES TO DEFEND/INDEMNIFY LOOKOUT IN THE EVENT THAT HIS/HER AUTHORITY TO BIND THE MINOR(S) AND/OR ADULT(S) IS CHALLENGED

Participant's Signature: _____ Date _____
 Undersigned's Signature _____ Date _____

TECHNICIANS USE ONLY

No.	Date	Ski #	Boot #	BSL	DIN	HELMET	TECH
1							
2							
3							
4							

SNOWBOARD

No.	Date	Board	Boot #	HELMET	TECH
1.					
2.					
3.					
4.					