



SPORTS • ALPINS

www.sportsalpins.com

Mont-Sainte-Anne

Stoneham

Place of stay

or

Last Name : _____ First Name : _____

Group Name : _____

Rental dates :

from

to

TERMS AND CONDITIONS

- 1 I hereby release and agree to indemnify Sports Alpins Mont-Sainte-Anne and Sports Alpins Stoneham, hereinafter "the Merchant" and its owners, shareholders, directors, agents and employees from any and all liabilities, direct or indirect, of any nature, for any damage, injury or death to myself or to any person or property resulting from any reason or cause whatsoever, including, without limitation, from negligence, selection, installation, maintenance, adjustment and use of the equipment herein described. I accept full and entire liability and responsibility for all such damages and/or injuries and/or death and agree to indemnify the Merchant and all the above-mentioned persons from any claim which might be made against any of them.
- 2 I agree that I shall be the sole and only user of the equipment and that I shall not authorize nor tolerate that the equipment be used by any other person whatsoever.
- 3 I agree to use the equipment only for its normal and habitual use and for no other purpose. I also agree that I shall not perform any modification, maintenance or repair to the equipment, nor authorize or tolerate that any person (with the exception of the Merchant) perform any such modification, maintenance or repair, except in case of emergency.
- 4 I agree to pay to the Merchant, at the price hereinafter shown for such equipment or, if no price is shown hereafter for such equipment, at its full retail price, any equipment and/or any equipment's part which is not returned to the Merchant, for any reason whatsoever, in good state and condition by the return date mentioned herein:

ALPINE SKIS:	\$ 400.00
ALPINE BOOTS:	\$ 250.00
CROSS-COUNTRY SKIS:	\$ 200.00
CROSS-COUNTRY BOOTS:	\$ 80.00
POLES:	\$ 35.00
SNOWBOARD AND BINDINGS:	\$ 500.00
DEMO SKIS AND BINDINGS:	\$ 1200.00
BLADES AND BINDINGS:	\$ 400.00
SNOWSHOES:	\$ 200.00
HELMET:	\$ 80.00

Furthermore, in all cases, without limitation to all the other rights and recourses of the Merchant, the daily rental rate mentioned herein shall continue to be payable until such time as the equipment and all of its parts have been returned to the Merchant in a good state and condition.
- 5 All the amounts owed to the Merchant shall bear interest, from their due date, at a rate of 19.6% per year (1.5% per month), calculated and compounded monthly unless arising out of shop and/or its owners negligence.
- 6 In the event the equipment mentioned herein or any part thereof is damaged or is not in good state and condition at the time of the return of the equipment to the Merchant, I also agree to pay for all repairs, maintenance and/or cleaning costs required so that the equipment and all of its parts be returned to a good state of repair, maintenance and condition. If the equipment cannot be repaired, I agree to pay the amounts calculated in accordance with paragraph 4 hereinbefore.
- 7 I hereby guarantee the truthfulness and accuracy of all the information that I have given to the Merchant, including, without limitation, that concerning my height, weight, age, skiing ability and experience.
- 8 I assume the responsibility of verifying that the visual indicator windows on my bindings correspond to the settings shown on this rental agreement.
- 9 I declare that I understand fully 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 this sport and I voluntarily agree to assume full and entire responsibility for any such risks, to the exclusion of the Merchant.
- 10 I understand and I acknowledge that the ski-boot-binding system may not release at all times and under all circumstances and that it is not possible to predict every situation in which it will or may release. I hereby waive any statutory or contractual safety guarantee concerning the equipment and/or in relation with any damage, injury or death that it might cause, including to myself.
- 11 I acknowledge that the Merchant has fully explained to me the use and the functioning of the equipment rented by virtue hereof, and that I understand fully the use and functioning of such equipment.
- 12 I AGREE NOT TO TOUCH THE BINDING ADJUSTMENTS. I HAVE VERIFIED AND I HEREBY CONFIRM THAT THE VISUAL INDICATORS ON MY BINDINGS CORRESPOND TO THE SETTING AS SHOWN ON THIS RENTAL AGREEMENT FORM.
- 13 I agree to present the customer copy of this Rental Agreement when returning or exchanging any equipment.

This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the province of Quebec and no other jurisdiction.

Any litigation involving the parties to this agreement shall be brought solely within the province of Quebec and shall be within the exclusive jurisdiction of the courts of the province of Quebec, in the district of Quebec City

THE HEREINBEFORE TERMS AND CONDITIONS CONTAIN RELEASE AND INDEMNIFICATION PROVISIONS. PLEASE READ CAREFULLY BEFORE SIGNING.

I, the undersigned, acknowledge having read and understood the terms and conditions of this Rental Agreement and I voluntarily agree to these terms and conditions.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTOOD THE PARAGRAPH ABOVE.

DATE

Signature of ☐ customer, ☐ customer's parent, ☐ legal guardian or agent (check one).