



**SKI/SNOWBOARD EQUIPMENT LEASE AGREEMENT
AND
DEBIT/CREDIT CARD AUTHORIZATION**

1. Lease. I, _____ (“Lessee”) hereby lease from Lake Placid Ski and Board (“Lessor”), the ski/snowboard equipment (collectively, the “Leased Equipment”) more particularly described below.

Leased Equipment:

Authorized User: _____ Ski/Snowboard: _____ Binding: _____ Boot: _____ Pole: _____
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 Authorized User: _____ Ski/Snowboard: _____ Binding: _____ Boot: _____ Pole: _____
 Authorized User: _____ Ski/Snowboard: _____ Binding: _____ Boot: _____ Pole: _____

2. Cost. The rental cost for the Leased Equipment shall be \$ _____, and is payable upon execution of this Lease Agreement.

3. Term of Lease. The term of this Lease extends from the date of execution and continues to until April __, 20__. Upon expiration of the lease term, Lessee will return the Lease Equipment in good condition, ordinary wear and tear resulting from proper use of the Leased Equipment alone excepted.

4. Debit/Credit Card Authorization In the event that I, the Lessee, fails to return the Leased Equipment specified by April __, 20__; or, upon return of the Leased Equipment in a damaged condition beyond that of ordinary wear, I, the Lessee and undersigned card holder, authorize Lake Placid Ski and Board to charge my debit/credit card number the replacment value of the equipment.

Card holder Name: _____ **Card #:(Last Four Digits)** _____ **Exp. Date:** _____

Visa MasterCard American Express Discover (circle one)

Signature of Card holder: _____ **Date:** _____

5. Lessor’s Expenses. Lessee shall pay Lessor all costs, disbursements, and expenses, including reasonable attorney’s fees, incurred by Lessor in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions, and provisions hereof, or in commencing any claim, causing of action or proceeding to recover under this Lease and Debit/Credit Card Authorization.

6. Indemnity. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys’ fees, arising out of, connected with, or resulting from the Leased Equipment, including without limitation the manufacture, selection, delivery, possession, use operation or return of the Leased Equipment.

7. Waiver and Release of Liability. I, the Lessee, acknowledge that I am aware that skiing and/or snowboarding is an inherently hazardous activity involving risk of injury and that I am voluntarily participating in those activities with the knowledge of the danger involved. I also acknowledge and verify that I understand the Leased Equipment has been set and tuned according to my representations of ability, height, weight, and age or according to my representations as to the ability, height, weight, and age of the Authorized User(s)-if applicable. As such, I expressly assume and accept any and all risks associated with the sport of skiing or snowboarding and agree to release the Lessor from any responsibility or liability with respect to the Leased Equipment whether it results from the user of the Leased Equipment whether it results from the selection, inspection or adjustments of the Leased Equipment by the Lessor or its employees. Additionally, neither Lessee nor the Authorized User(s) of the Leased Equipment shall permit any individual not listed in this agreement to use the Leased Equipment or any Part thereof without the express written authorization of the Lessor.

8. Ownership. The Leased Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

9. Entire Agreement. This instrument constitutes the entire agreement between Lessor and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

Dated: _____ **Lake Placid Ski and Board Lessor:** _____

I, the undersigned, have carefully read and understand this AGREEMENT.

Print Name: _____

Lessee Signature: _____ **Date:** _____

Address: _____

I, the undersigned, have authority to sign this AGREEMENT on behalf of the minor child and agree to Defend, Indemnify, and Hold Harmless Lake Placid Ski and Board and the equipment manufacturers and distributors from any and all loss arising from the minor child’s use of this equipment and participation in alpine activities.

Phone: _____

Email: _____

Parent’s/Guardian’s Signature: _____ **Date:** _____