



Trey's Ski Tunes LLC
Raymond, NH 603-895-8863

SKI & SNOWBOARD LIABILITY RELEASE AGREEMENT

Please read entire document carefully

I have accurately represented my personal information and it is true and correct. I will not use any of my equipment until I have received instruction on its use and I fully understand its use and function (including receipt of accompanying manufacturer's instruction pamphlets for new equipment). I agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment, and ski boarding with ski boards equipped with release bindings, agree with the number appearing in the visual indicator windows of the equipment to be listed on this form. I understand this user's responsibility to securely wear the snowboard retention straps at all times; and I agree that the bindings have been mounted and adjusted according to my instructions (snowboard only).

I understand that the binding system cannot guarantee the user's safety. In downhill skiing, and ski boarding with ski boards equipped with release bindings, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In 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 operations.

I understand that the sports of skiing, snowboarding, ski boarding, with ski boards equipped with release bindings, snowboarding, snowshoeing and other sports (collectively "recreational snow sports") involve inherent and other risks of injury and death. I voluntarily agree to expressly assume all risks of injury or death that may result from these recreational snow sports, or which relate in any way to the use of this equipment. I understand that a helmet designed for recreational snow sports use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

I agree to release and hold harmless Trey's Ski Tunes LLC, its employees, owners, retail affiliates, agents, officers, directors, and the equipment manufacturers and distributors and their successors in interest (collectively "providers"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the recreational snow sports for which the equipment is provided, or which is related in any way to the use of the equipment, including all liability which results from the negligence of providers, or any other persons or cause.

It is understood that you are giving up and releasing your right to sue Trey's Ski Tunes LLC for any negligence on the part of Trey's Ski Tunes LLC. We are not legally responsible to you for any consequences of our negligence. You understand that Trey's Ski Tunes is not responsible for any negligence of any kind regardless of the nature of such negligence. You agree that Trey's Ski Tunes will not have any Liability for any type of negligence committed by Trey's Ski Tunes and you will not be permitted to sue Trey's Ski Tunes for their negligence.

I further agree to defend and indemnify Trey's Ski Tunes LLC for any loss or damage, including any that results from claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use or transfer of this equipment. I release and hold harmless Trey's Ski Tunes LLC for property loss or damage of equipment waiting for transport.

This agreement is governed by the applicable law of this state or province. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I have read and understand this liability release agreement.