

**BURTON SNOWBOARDS  
 DEMO/RENTAL HELMET AND SNOWBOARD EQUIPMENT AGREEMENT NOT TO SUE, WAIVER OF CLAIMS AND ASSUMPTION OF RISK  
 AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

**T O :** The Burton Corporation, Insert Resort's legal name here, any sponsors of the 2010 Burton Demo Tour, and all of their subsidiaries, affiliates, and their respective owners, officers, directors, agents, employees, and/or representatives (collectively, "Releases");

**ASSUMPTION OF RISK/WARNING:** I have prior experience with the use of snowboarding equipment and am aware that snowboarding involves certain inherent risks, dangers and hazards which can result in serious personal injury or death. While I acknowledge that helmets are intended to reduce the risk of serious head injury, **I ACKNOWLEDGE AND AGREE THAT NO HELMET CAN ELIMINATE OR PREVENT THIS RISK OF HEAD INJURY, NOR CAN A HELMET ELIMINATE OR PREVENT INJURY TO THE NECK OR SPINAL CORD.** I am also aware that **SNOWBOARD BOOT/BINDING**

**SYSTEMS ARE NOT DESIGNED OR INTENDED TO RELEASE. I HEREBY FREELY AGREE TO ASSUME AND ACCEPT ANY AND ALL KNOWN AND UNKNOWN RISKS OF INJURY WHILE USING THIS EQUIPMENT. I FURTHER RECOGNIZE AND ACKNOWLEDGE THAT THE RISKS INHERENT IN THE SPORT OF SNOWBOARDING CAN BE GREATLY REDUCED BY TAKING LESSONS, RIDING WITHIN MY ABILITIES AND USING COMMON SENSE AT ALL TIMES.**

**RELEASE AND WAIVER OF CLAIMS AGREEMENT:** In consideration of the loan/rental to me of the listed equipment and/or helmet, I hereby additionally agree as follows:

**1. TO ACCEPT FOR USE AS IS,** the equipment described in this Agreement, which I have inspected, and to keep it in my possession at all times.

**TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Releases; and

**TO RELEASE** Releases from any and all liability for any loss, damage, injury or expense that I or others may suffer as a result of my use of the equipment described in this Agreement, due to any cause whatsoever, including negligence or breach of contract on the part of Releases in the design, manufacture, selection, installation, maintenance or adjustment of the equipment, or any causes related to defects in the materials or workmanship in the equipment, defects in the design of the equipment in general, failure to warn of a danger, or failure to give a particular instruction.

**2. SEVERABILITY:** If any provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the

provisions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**3. CHOICE OF VENUE:** The parties hereby consent to the personal and exclusive jurisdiction of the federal and state courts located within the State of Vermont, U.S.A. and agree that the venue for all disputes shall be resolved in the State of Vermont.

**4. BINDING EFFECT OF AGREEMENT:** In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.

**5. ENTIRE AGREEMENT:** My acceptance of this Agreement and use of the listed equipment is completely voluntary. In entering into this Agreement, I am not relying upon any oral or written representations other than what is set forth in this Agreement.

**EQUIPMENT USER Please fill in completely, printing as neatly as possible**

Name: \_\_\_\_\_  
 (Last) \_\_\_\_\_ (First) \_\_\_\_\_  
 Address: \_\_\_\_\_  
 (Street) \_\_\_\_\_  
 (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_  
 (Telephone Number) \_\_\_\_\_

Email Address \_\_\_\_\_ Weight \_\_\_\_\_

Date of Birth \_\_\_\_\_ Sex \_\_\_\_\_

X: \_\_\_\_\_ X: \_\_\_\_\_  
 Signature of User of Equipment Signature of Parent or Guardian  
 (If User under the age of 18)

**A copy of this Agreement can be downloaded at <http://burton.com/demotour>**

**SNOWBOARD PRODUCT(S) TESTED**

**PRODUCT 1                      PRODUCT 2                      PRODUCT 3**

Reg. or Goofy \_\_\_\_\_  
Board Model \_\_\_\_\_  
Board I.D. No. \_\_\_\_\_  
Bindings (Model + No.) \_\_\_\_\_  
Boots (Model + No.) \_\_\_\_\_

**THE LISTED EQUIPMENT HAS BEEN INSPECTED TO ASSURE THAT IT IS IN GOOD CONDITION AND THAT ALL HARDWARE IS PROPERLY TIGHTENED.**

Signature of Representative \_\_\_\_\_

**HELMET TESTED**

Date: \_\_\_\_\_  
Helmet Serial Number: \_\_\_\_\_

Helmet Model: \_\_\_\_\_  
Helmet Size: \_\_\_\_\_  
Helmet Color: \_\_\_\_\_  
Checked fit? \_\_\_\_\_

**THE ABOVE LISTED HELMET HAS BEEN INSPECTED TO ASSURE THAT IT IS IN GOOD CONDITION AND THAT THE HELMET IS PROPERLY FITTED TO THE EQUIPMENT USER.**

Name of Representative: \_\_\_\_\_

Signature of Representative \_\_\_\_\_

**USER HELMET EXIT INTERVIEW:**

**PLEASE ANSWER TRUTHFULLY. YOU WILL NOT BE CHARGED FOR THE REPLACEMENT, REPAIR OR BREAKAGE OF THE HELMET.**

1. Did you hit your head today?  
Yes \_\_\_\_\_ No \_\_\_\_\_
2. If so, did you experience any nausea, headache, dizziness, ringing in the ears, and/or loss of consciousness, memory or balance?  
Yes \_\_\_\_\_ No \_\_\_\_\_
3. Was the helmet subject to any other impact?  
Yes \_\_\_\_\_ No \_\_\_\_\_

Signature of User: \_\_\_\_\_

X \_\_\_\_\_

Signature of Parent or Guardian if User under the Age of 18.

X \_\_\_\_\_