

**BURTON SNOWBOARDS  
SNOWBOARD EQUIPMENT DEMO/RENTAL, 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**

**TO:** The Burton Corporation and its subsidiaries, affiliates and their respective owners, officers, directors, agents, employees, and/or representatives, and the retail/rental shop or other entity from which the snowboard equipment was obtained, its subsidiaries, affiliates, and their respective owner, officers, directors, agents, employees, and/or representatives (collectively, "Releasees"):

**ASSUMPTION OF RISK/WARNING:** I am aware that snowboarding involves certain inherent risks, dangers and hazards which can result in serious personal injury or death. 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.**

**STEP-IN BINDINGS:** If you are using Step-In Bindings, you must visually check you are in the locked and fully engaged position, in order to ensure proper engagement of the boot/binding interface.

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

1. **TO ACCEPT FOR USE AS IS,** the equipment described in this Agreement,

and to keep it in my possession at all times;

2. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Releasees;

3. **TO RELEASE** Releasees from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin 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 Releasees in the design, manufacture, selection, installation, maintenance or adjustment of the equipment.

**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

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

**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.

**ENTIRE AGREEMENT:** 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

_____ Signature of User of Equipment		_____ Signature of Parent or Guardian if User Under the Age of 18	
_____ Name		_____ Name	
_____ (Last)		_____ (First)	
_____ Address			
_____ (Street)			
_____ (City)	_____ (State)	_____ (Zip)	
_____ Social Security Number		_____ Weight	
_____ Date of Birth		_____ Sex	

**PRODUCTS TESTED**

	BOARD 1	BOARD 2	BOARD 3
Reg. or Goofy	_____	_____	_____
Model	_____	_____	_____
ID 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 Rep.