



SNOWPULSE®

MAMMUT AIRBAG TECHNOLOGY

WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE

(To be signed by shop's customer when airbag cartridges are filled or serviced.)

Shop: Scuba Utah Equipment: _____ Refill: _____

Customer Name: _____ Phone #: _____

Address: _____

Valve Head S/N _____ Cylinder S/N _____ Hydro Date _____ Manufacturer Code _____

PLEASE READ CAREFULLY BEFORE SIGNING:

- 1) I authorize this shop to perform such work that is necessary to properly fill, test, service or repair my airbag air cartridge. (read and initial) _____
- 2) I understand and agree that skiing, snowboarding, snowmobiling and all related activities are EXTREMELY HAZARDOUS and that injuries are common and ordinary occurrences that may be impossible to prevent during these activities. I AGREE TO ASSUME ALL RISKS of death or injury to any part of the user's body while using this equipment. (read and initial) _____
- 3) I understand and agree that any and all activities involving travel in areas, terrain or conditions that could be subject to snow avalanches are EXTREMELY HAZARDOUS and that injuries are common and ordinary occurrences that may be impossible to prevent during these activities. I AGREE TO ASSUME ALL RISKS of death or injury to any part of the user's body while using this equipment. (read and initial) _____
- 4) For AVALANCHE AIR BAG SYSTEMS, I understand that the airbag-backpack-air cartridge system is designed to inflate when triggered, but that the airbag WILL NOT INFLATE at all times when inflation might prevent or reduce burial, and that the airbag, whether inflated or not, CANNOT prevent all injuries to any part of the users body. (read and initial) _____
- 5) I understand and agree that an airbag system, even when properly deployed and inflated cannot prevent burial or reduce burial depth in all cases, and that burial in an avalanche is an inherent risk of travel in areas, terrain or conditions that could be subject to snow avalanches. (read and initial) _____
- 6) I understand and agree that certain risks of any activity involving travel in or near areas, terrain or conditions that could be subject to snow avalanches may be reduced, but not entirely eliminated, through avalanche safety education, the services or a guide or instructor, by following the manufacturer's instructions for use, care and maintenance, and by using reasonable care and common sense. (read and initial) _____
- 7) I understand and agree that common safety precautions must always be taken when traveling in areas, terrain or conditions that could be subject to snow avalanches at all times, including but not limited to travelling with a safe group size and experience level, as well as carrying and knowledge of the proper use of an avalanche transceiver, avalanche probe and shovel to facilitate companion rescue. (read and initial) _____
- 8) To the fullest extent allowed by law, I hereby agree to forever RELEASE AND HOLD HARMLESS this shop, and all manufacturers and distributors of this equipment, as well as their owners, agents, employees and affiliated companies, from ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY OR COSTS OR EXPENSES (including any attorneys' fees and expenses at the trial or any appellate level) for any injuries, damages or death to any user of

any equipment **listed on this form**, whether resulting from NEGLIGENCE or any other cause. I further agree that I WILL DEFEND AND INDEMNIFY THEM if any claim or action is pursued for any injuries, damages or death related to travel in areas, terrain or conditions that could be subject to snow avalanches involving the use of this equipment and I WILL REIMBURSE them for any costs, damages, fees or expenses arising therefrom (including attorney's fees and expenses at the trial and any appellate level). (read and initial) _____

9) I accept this equipment "AS IS" and with NO WARRANTIES, express or implied, beyond those in this agreement and in the manufacturer's written limited warranty, if any. (read and initial) _____

10) This document is a LEGALLY BINDING CONTRACT which supersedes any other agreements by or between the parties, and which constitutes the FINAL AND ENTIRE AGREEMENT regarding this transaction and this equipment. This agreement is intended to provide a COMPREHENSIVE RELEASE OF ALL LEGAL LIABILITY which is binding upon and for the benefit of all parties, their heirs, agents and assigns, but it is not intended to assert any claims or defenses that are prohibited by law. If any part of this agreement is held to be invalid or unenforceable, the remainder shall be given full force and effect. The specific legal rights of the parties may vary among different states and provinces. (read and initial) _____

I HAVE CAREFULLY READ, UNDERSTOOD, AND AGREED TO THE TERMS OF THIS WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE. I AM AWARE THAT THIS IS A LEGALLY BINDING CONTRACT.

Signature _____ Date _____ Witness Signature _____

Printed Name _____ Printed Name _____

Parent/Guardian/Agent: I verify that I am the parent, guardian or agent of the Equipment User and that I have the authority to enter into this agreement on behalf of the Equipment User and I agree to be bound by the terms of this warning, assumption of risk, liability release, indemnity and hold harmless agreement and agreement not to sue.

Minor _____ Date of Birth _____ Witness Signature _____

Printed Name _____

Parent Signature _____ Date _____

Printed Name _____