



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT (“RELEASE”)

Shop: Scuba Utah Equipment: Refill:

Customer Name: Phone #:

Address:

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

IMPORTANT: This is a legal document. Please read it carefully and understand its contents before signing.

- 1) I understand and agree that this Release shall cover purchasing, renting, refilling, exchanging, or using any BCA product...
2) I understand and agree that all snow sports, including but not limited to, backcountry skiing, alpine skiing, snowboarding, snowmobiling, classic skiing, cross-country skiing, and snowshoeing are hazardous...
3) I confirm that I fully understand how to use the BCA Float airbag system.
4) For Float airbag systems, I understand and agree the BCA Float airbag system is designed to inflate when triggered...
5) I understand and agree that it is my responsibility to check the pressure gauge of my compressed air cylinder fourteen (14) days after the cylinder is refilled...
6) I understand and agree that a Float airbag system, even when properly deployed and inflated, cannot prevent burial or reduce burial depth...
7) I accept the Equipment "AS IS" and with no warranties, express or implied, beyond those contained in this Release...
8) FOR COMPRESSED AIR CYLINDER REFILLS ONLY: I authorize the above-named Shop to perform such work that is necessary to properly fill, test, service or repair my compressed air cylinder.
9) To the fullest extent allowed by law, I hereby agree to forever release and hold harmless the above referenced Shop, BCA, and all other manufacturers and distributors of the Equipment...

- 10) I further agree that I will defend and indemnify the Releasees from any and all past, present, or future claims, demands, and causes of action arising out of or resulting from my or my minor child(ren)'s participation in the snow sport activities, or the purchase, rental, refill or exchange of BCA products. (read and initial) _____
- 11) I understand and agree that this Release is a legally binding contract which supersedes any other agreements by or between me and the Releasees, and which constitutes the final and entire agreement regarding this transaction and the Equipment. This Release is intended to provide a comprehensive release of all legal liability which is binding upon and for the benefit of all Releasees, but it is not intended to assert any claims or defenses that are prohibited by law. If any part of this Release is held to be invalid or unenforceable, the remainder shall be given full force and effect. The specified legal rights of the parties may vary among different states and provinces. (read and initial) _____

By signing below, I confirm that I have read this Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement and I am aware that I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

Signature _____ Date _____ Witness Signature _____

Printed Name _____ Printed Name _____

FOR MINORS: I verify that I am the parent or legal guardian of the minor(s) listed below and have the authority to enter into this agreement of behalf of the minor(s), and on his/her/their behalf, I agree to be bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement.

Minor _____ Date of Birth _____ Witness Signature _____

Printed Name _____

Parent Signature _____ Date _____

Printed Name _____