

RHYTHM JAPAN DISCLAIMER AGREEMENT

Name	Last	First	D.O.B	Age
Home Address	Street, Town, Country, Postal Code			
Mobile/Email	Mobile phone		Email	

RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTIONS OF RISKS AND INDEMNITY AGREEMENT (Herein the "Release Agreement")

BY SIGNING THIS AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY!

To: Rhythm & Beats Ltd Pty and their respective directors, employees, guides, agents, independent contractors (all of whom are herein after collectively referred to as the "Releasee").

DEFINITIONS In the Release Agreement, the term "snow activities" shall include all activities, transportation, events and service provided by the Releasees and shall include but is not limited to: skiing, snowboarding, split-boarding, snowmobiling, hiking, snowshoeing, cross country skiing, and other forms of backcountry travel; rental or use of skis, snowboards, split-boarding, hiking, snowshoeing, cross country skiing, or other backcountry or snow activities related equipment (hereinafter collectively called as "Equipment").

ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER ETC..

I am aware that wilderness activities involve risks, dangers and hazard. Avalanches occur frequently in the terrain used for wilderness activities and may be caused by natural forces or by persons travelling through the terrain. I acknowledge and accept that the Releasee may fail to predict whether the alpine terrain is safe for wilderness activities or whether an avalanche may occur.

The terrain used for wilderness activities is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of an avalanche.

These may include, but are not limited to: cornices; crevasses, cliffs; tree; tree wells and stumps; creeks; rocks; boulders; forest deadfall; holes and depressions; variable and difficult snow conditions; fences, and other man made structures; snow immersion; impact or collision with other person or objects; becoming lost or separated from one's party or guide; negligence of other persons, including other guests; and NEGLIGENCE ON THE PART OF THE RELEASEES.

I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES. FURTHERMORE I UNDERSTAND THAT ANY OF THE RELEASEES HAS NOT RECOMMENDED NOR SUGGESTED TO DO THE WILDERNESS ACTIVITIES TO ANYONE.

Communication in the alpine terrain is difficult and in the event of an accident, rescue and medical treatment may not be available. Alpine weather may be extreme and can change rapidly and without warning, making travel by helicopter, snowcat or snowmobile hazardous.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I hereby agree as follows:

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in wilderness activities.
- 3. This Release Agreement shall be effective and bringing upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death.

1. TO WAVE ANY AND ALL CLAIM that I may in the future have against THE RELEASEES and to RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in wilderness activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE.

I UNDERSTAND THAT THE NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES REFERRED TO ABOVE;

4. The undersigned agrees to accept for use the Equipment listed on this form "as is" and WITH NO WARRANTIES, express or implied. The undersigned accepts full responsibility for the care of the Equipment during the rental period and will be responsible for the Equipment at full retail value as determined by the shop of any Equipment rented under this form and not returned in a damaged condition. In addition, if the rented Equipment is not returned at the agreed upon date and time, the undersigned shall be held responsible for late fees and Rhythm & Beats Pty Ltd shall have the right to charge the renters' credit card for the late fees of any additional time and/or days.

5. The undersigned represent that no misinterpretations have been made to Rhythm & Beats Pty Ltd in regards to the height, weight, age, stance and /or skier type listed on the rental form. The renter further agrees that the person listed on this form will be the only person using the Equipment.

In entering into this Release Agreement I am not relying on any oral or written representatives or statements made by the Releasees with respect to the safety of wilderness activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Printed Name of RENTER	Signature of RENTER
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Printed Name of Parent/Legal Guardian	Signature of Parent/Legal Guardian
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Signature and Name of Technician	Date
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