

# Snowboard Sales Contract

The undersigned Purchaser hereby purchases from Happy Monkey Snowboards, Inc., the following equipment on the terms and conditions set forth below:

***Equipment Purchased*** (the "EQUIPMENT"): one custom built Happy Monkey Snowboards, Inc. snowboard, design #\_\_\_\_.

1. ***Purchase Price:*** \$\_\_\_\_ USD

2. ***Payment of Purchase Price:***

- a. Cash ☐
- b. Check ☐
- c. Credit Card ☐

3. ***Assumption of the Risk:***

**I ACKNOWLEDGE THAT 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 SNOWBOARDING BOOTS AND BINDING SYSTEM 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, ABIDING BY THE SKIER RESPONSIBILITY CODE (NOW KNOWN AS "YOUR RESPONSIBILITY CODE") AND USING COMMON SENSE.**

I have read, understand, and agree to the provisions of this Assumption of the Risk:

INITIALS: \_\_\_\_\_

4. ***Release and Waiver of Claims Agreement:***

In consideration of the sale to me of the "EQUIPMENT", I hereby agree to the fullest extent permitted by law, as follows:

- a. To waive any and all claims that I may have now or in the future have against Happy Monkey Snowboards, Inc., and
- b. To release Happy Monkey Snowboards, Inc., 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 sold under this agreement, due to any cause whatsoever, including negligence or breach of contract or warranty on the part of Happy Monkey Snowboards, Inc., in the design, manufacture, selection, installation, maintenance or adjustment of the EQUIPMENT.

I have read, understand, and agree to the provisions of the foregoing Release and Waiver of Claims:

INITIALS: \_\_\_\_\_

5. ***Limited Warranty:***

Happy Monkey Snowboards carry a ***limited warranty*** for a period of one (1) year from the date of the original purchase (the "Warranty Period"). This limited warranty only extends to the original consumer who purchased the EQUIPMENT. Happy Monkey Snowboards, Inc., will repair or replace the EQUIPMENT (at the option of Happy Monkey Snowboards, Inc.,) if it is found to be defective as to workmanship or materials. Happy Monkey Snowboards, Inc., does not provide any warranty for bindings which are purchased from or mounted by third parties.

**TO THE EXTENT ALLOWED BY APPLICABLE LAW, HAPPY MONKEY SNOWBOARDS, INC., SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the foregoing limitation may not apply.

All implied warranties of merchantability are limited in duration to one (1) year following the date of the original purchase.

To the extent that any provision of this warranty is prohibited by federal, state, or local law and cannot be enforced, it shall be deemed deleted, without affecting the validity of the remaining provisions. This limited warranty gives you specific legal rights and may also have other rights that vary from State to State.

THIS WARRANTY DOES NOT EXTEND TO DAMAGE RESULTING FROM MISUSE, NEGLECT OR ABUSE, NORMAL WEAR AND TEAR, ACCIDENT OR EXTERIOR APPEARANCE OR COLOR, BREAKAGE (EXCEPT BREAKAGE RESULTING FROM MANUFACTURING OR MATERIAL DEFECTS), IMPROPER SERVICE, MODIFICATIONS TO THE EQUIPMENT BY THE PURCHASER OR OTHER PARTIES, OR IMPROPER MOUNTING OF THE BINDINGS.

I have read, understand, and agree to the provisions of the foregoing Limited Warranty:

INITIALS: \_\_\_\_\_

6. ***Warranty Repair or Replacement:***

If a defect arises in the EQUIPMENT during the warranty period, the Purchaser should promptly return the EQUIPMENT to Happy Monkey Snowboards, Inc., at the address below, with shipping cost prepaid. If EQUIPMENT is under warranty and the damage covered, Happy Monkey Snowboards, Inc., shall either repair or replace the EQUIPMENT, at its option. Happy Monkey Snowboards, Inc., reserves the right to replace defective EQUIPMENT with similar equipment of approximately equal value, if the exact EQUIPMENT returned is no longer available.

I have read, understand, and agree to the provisions of the foregoing Warranty Repair or Replacement:

INITIALS: \_\_\_\_\_

7. **Governing Law: Venue.** This Agreement shall be governed by the laws of the State of Washington. Any legal action involving this Agreement, its construction, enforceability, or breach must be brought and in Superior Court of King County, State of Washington for the Seattle Area, and the parties consent to the jurisdiction of such court.
8. **Entire Agreement:** This Agreement comprises the entire contract between the Parties and no other representations are given or should be implied from the written or oral negotiations that preceded this Agreement. The terms of this Agreement may only be changed, added to, or modified by a writing signed by the Parties hereto. Any provision of this Agreement prohibited by applicable laws shall be ineffective to the extent of such prohibition without invalidating any other provision of this Agreement.
9. **Agreement Binding Upon Heirs, Successors and Assigns:** This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Parties.

I agree that I have carefully read this Agreement and that I fully understand its contents. I understand that by signing below I may be waiving certain legal rights, and it is with full knowledge and agreement that I do so by signing below.

Dated: \_\_\_\_\_, 2009.

Address:  
Happy Monkey Snowboards, Inc.  
[address]

Purchaser:

\_\_\_\_\_  
\_\_\_\_\_  
(Print name)

Parent or legal guardian:

\_\_\_\_\_  
\_\_\_\_\_  
(Print name)