

## **D3 Custom Skis**

Limited Warranty, Limited Remedy, Performance Guarantee Returns / Exchanges and Liability Release

#### IT IS IMPORTANT TO READ ALL THE CONTENTS OF THIS FORM FRONT AND BACK

### **Limited Warranty**

D3 Custom Skis warranties and obligations set forth below are in lieu of any other expressed warranties or obligations of D3 Custom Skis, its distributors or retailers. The warranties and limitations extend only to the original purchaser or to the person for whom originally purchased for.

### Slalom Skis, Trick Skis and Jump Skis

D3 Custom Skis, for a period of one (1) year from date of purchase, will, at manufacturer's option, repair or replace at no charge any D3 water ski, trick ski or jump ski which breaks due to defective materials and or workmanship. **Damage due to misuse or abuse is excluded as is normal wear such as heel dents (tricks), handle dings, edge damage due to crashes (jumpers) ect.** 

### **Bindings**

D3 Custom Skis, for a period of six (6) months from date of purchase, will, at manufacturer's option, repair or replace at no charge any D3 binding that fails due to defective materials and or workmanship.

Damage due to misuse or abuse is excluded as is normal wear, modifications, adjustments, ect.

#### **Soft Goods and Accessories** (Excluding Ski Gloves)

D3 Custom Skis, for a period of six (6) months from date of purchase, will, at manufacturer's option, repair or replace at no charge any D3 soft good (Excluding Ski Gloves) or accessory that is defective in materials and or workmanship. **Damage due to misuse or abuse is excluded as is normal wear, modifications, adjustments, ect.** 

#### **Ski Gloves**

D3 Custom Skis, for a period of sixty (60) day's from date of purchase, will, at manufacturer's option, repair or replace at no charge D3 ski gloves that are defective in materials and or workmanship.

Damage due to misuse or abuse is excluded as is normal wear.

Activities involving the use of D3 Custom Skis – water skis, trick skis, jump skis and bindings are by their nature HAZARDOUS. Users of D3 Custom skis – water skis, trick skis, jump skis and bindings therefore assume risk of bodily injury or death arising from these activities. D3 Custom Skis is not liable to users or third parties for any incidental or consequential damages, including damages for personal injury, beyond the responsibility D3 Custom Skis assumes for repair or replacement of its products subject to the conditions set forth herein.

## **Limitation Of Remedy**

During the warranty period, D3 Custom Skis will at its option either repair or replace the defective product. To obtain repair or replacement, contact customer service at 916-714-9389 or info@ d3skis.com for a Return Authorization Number (RA#).

Then attach your name, address, phone number, description of problem and proof of purchase (for example a sales receipt, canceled check or credit card statement – please black out the card number) to the product. At your expense ship the product to the D3 Custom Skis factory located at 807 Prospect St #4, Ellensburg, WA 98926 – Please write your RA# on the outside of the package – All packages without an RA# will be refused. All covered warranty items will be returned to customer standard ground freight.

Some states do not allow limitations on how long a warranty lasts, and some states do not allow the exclusion of limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

# **Performance Guarantee**

If for any reason you are not satisfied with the performance of your new D3 Custom <u>Slalom</u> Ski (Performance Guarantee applies only to certain models skis) you may return it within thirty (30) day's for a refund.

#### **Performance Guarantee Conditions**

- Guarantee only applies to factory direct full retail purchases.
- Thirty (30) day period commences on the day the customer receives the ski.
- Ski must be returned in **NEW** condition please take great care not to scratch or damage the ski – please leave the protective tape on the ski – damage will result in a charge upon return – i.e. excessive top scratches, handle dings, dock and or rock scratches on the bottom, ect..
- Within the thirty (30) day period if you decide to return the ski please contact customer service at 916-714-9389 or e-mail <u>info@d3skis.com</u>. Please understand we need to hear from you PRIOR to the expiration of the thirty (30) day period. ABSOLUTELY NO EXCEPTIONS.
- We will then issue you a Return Authorization Number (RA#). Attach your name, address, phone number to the ski. At your expense ship the ski to the D3 Custom Skis factory located at 807 Prospect St #4, Ellensburg, WA 98926 Please write your RA# on the outside of the package All packages without an RA# will be refused. Please insure the ski as D3 Custom Skis will not be responsible for damage caused while in transit.
- Once we receive the ski it will be inspected. After clearing inspection you will then receive a
  refund for the ski. D3 Custom Skis will deduct a \$75 DEMO FEE from the refund. All freight
  costs are non-refundable.
- Please only use a hand screwdriver to install your bindings. Use only provided hardware to attach bindings and please take extra care not to cross thread the screws while starting them.
- Please follow binding, fin and wing position recommendations that are provided with the ski.

## Returns / Exchanges

- All returns and exchanges must be made within fifteen (15) days after customer receives the item.
- All Items being returned must be new with the original packaging and hardware.
- Any soft good or accessory that has been deemed used will be returned to the customer at customer's expense.
- Bindings being returned or exchanged that have been mounted by the customer will incur a
  plate and pad replacement cost of \$20 per binding. The washer leaves a mark on the plate
  making the binding not salable as new thus making the replacement of the plates and pads
  necessary. ABSOLUTELY NO EXCEPTIONS.
- Within the fifteen (15) day period if you need to return or exchange an item please contact
  customer service at 916-714-9389 or e-mail <u>info@d3skis.com</u>. Please understand we need to
  hear from you **PRIOR** to the fifteen (15) day period. ABSOLUTELY NO EXCEPTIONS.
- We will then issue you a Return Authorization Number (RA#). Attach your name, address, phone number to the item. At your expense ship the item to the D3 Custom Skis factory located at 807 Prospect St #4, Ellensburg, WA 98926 Please write your RA# on the outside of the package All packages without an RA# will be refused. Please insure the item as D3 Custom Skis will not be responsible for damage caused while in transit.

#### PRODUCT INSTRUCTIONS AND WARNINGS

Watersports can be safe and fun for all levels of enthusiasts. The Operator's Manual is presented to enhance your enjoyment of the sport. It is intended to alert you to some of the potential dangerous conditions that can arise in all watersports.

The binding, even if properly adjusted, may or may not release in a fall which could result in injury to the ankle, knee, leg or other parts of the body.

To reduce your risk of injury or death, follow these guidelines:

- · Use correct size ski and binding. Binding should be adjusted for a snug, not tight, fit.
- · Wet binding and feet with water before use.
- · Inspect skis, fins and bindings for loose screws, wear, cracks, delamination or tearing.
- · Check foot straps (bindings) and fins prior to each use to insure they are fastened securely to the ski.
- The faster you ski, the greater your risk of injury. Exercise additional caution when skiing at competitive speeds. Beginners should be towed at slower speeds that allow for reasonable control and stability.
- · Water skiing instruction is recommended before use. Instruction will teach general safety guidelines and proper skiing techniques, which may reduce your risk of injury.

### **WATERSPORTS SAFETY CODE:**

Watersports are fun and challenging but involve inherent risks of injury or death. To increase your enjoyment of the sport and to reduce your risks, use common sense and follow these rules:

#### Before you start:

- Familiarize yourself with all applicable federal, state and local laws, the risks inherent in the sport and the proper use of the equipment.
- Know the waterways.
- Always have a person other than the driver as an observer.
- Skier/rider, observer and driver must agree on hand signals.
- Never start out until skier/rider signals he/she is ready.
- Carbon Monoxide (CO) poisoning from engine exhaust may cause injury or death. Do not sit on the boat transom or swim platform while the engine is running. These activities may lead to excessive CO exposure which may cause injury or death. If you can smell engine exhaust while in the boat, do not stay seated in that position for prolonged periods. Never "Platform Drag" by holding onto the swim platform or be dragged directly behind the boat. An improperly tuned engine will produce excessive exhaust. Have your engine checked and corrected by a mechanic. Changing boat speed or direction relative to the wind can reduce or increase boat exhaust from accumulating near the boat and rider. Consult your boat Owners Manual, or the United States Coast Guard's website: <a href="www.uscgboating.org">www.uscgboating.org</a> for more information on how to help protect others and yourself from the dangers of CO poisoning
- Use caution and common sense.
- Do not exceed the weight guidelines of your boat. Only use water ballast and people for additional weight. Do not allow passengers to hang outside the boat or sit on the gunwales outside the normal seating area of the boat. Uneven weight distribution or additional weight may affect the handling of the boat. Never allow water to overflow the gunwales of your boat.

#### Your equipment and your tow rope:

- Inspect all equipment prior to use. Check bindings, fins, tube and attachment point, and flotation device prior to each use. Do not use if damaged.
- Always wear a U.S. Coast Guard Type III (PFD) vest.
- Rope should be attached to the watercraft in an approved fashion with hardware designed for towing. Refer to your watercraft manual for instructions on proper tow rope attachment.
- Tow ropes stretch during use. If a rope breaks or is suddenly released, it can snap back into the watercraft. Warn all riders, skiers and occupants of the danger of rope recoil.
- When in the boat, keep away from the tow rope to avoid injury. Passengers can be hit, or become entangled in the rope.
- Inspect tow rope and its attachments before using. Do not use tow rope if frayed, knotted or damaged. Replace when signs of excessive deterioration are indicated by discoloration, broken filaments, unraveling or other obvious signs of wear on the rope or hardware.
- Use proper tow rope for the activity.
- Ensure tow rope is clear of all body parts prior to starting out or during use.
- Keep persons and ropes away from propeller when engine is running, even in neutral. Should rope become entangled in propeller, SHUT OFF ENGINE AND REMOVE IGNITION KEY BEFORE RETRIEVING ROPE.

#### When you ski or ride:

- Attempting land or dock starts can increase the risk of injury or death. USE THIS PRODUCT ONLY ON WATER.
- Always remove any slack in the rope between watercraft and skier/ rider before starting. Sudden shock loads may cause injury to skier/rider or failure of rope, resulting in snap-back or breakage.
- Do not ski or ride in shallow water, near shore, pilings, docks, rafts, swimmers, other boats or other obstacles. Such obstacles are examples of risks that are inherent in the sport.
- The driver and skier/rider must watch for and be able to stop or turn to avoid obstacles.
- Always ski or ride in control and at speeds appropriate for your ability. limits. Do not ski or ride over ramps or jumps without prior instruction.
- Falling and the injuries that may result are inherent risks in the sport.
- Use a flag to signal to others that a skier or rider is in the water.
- Driver must use extra caution approaching a fallen skier/rider and keep eye contact on fallen skier/rider at all times.
- Put the boat in neutral when near a fallen skier/rider. Turn the engine off when people are getting into or out of the boat, or in the water near the boat.
- Do not operate watercraft, ski or ride under the influence of alcohol or drugs.

THE WARNINGS AND PRACTICES SET FORTH ABOVE IN THE WATERSPORTS SAFETY CODE REPRESENT SOME COMMON RISKS ENCOUNTERED BY USERS. THE CODE DOES NOT PURPORT TO COVER ALL INSTANCES OF RISK OR DANGER. PLEASE USE COMMON SENSE AND GOOD JUDGMENT.

## **HIGH PERFORMANCE SKI**



## **WARNING**

Use of this product and participation in the sport involves inherent risks of injury or death. To reduce risks:

- Ski in control and do not ski at speeds that exceed the skier's ability. **BEGINNERS SHOULD USE EXTRA CAUTION.**
- · Use correct size ski and binding. Wet binding and foot with water before use. Adjust binding for a snug, not tight, fit.
- Even if properly fitted, the binding may or may not release in a fall which could result in injury.
- Attempting land or dock starts can increase the risk of injury or death. USE ONLY ON WATER.
  - Do not use in shallow water or near shore, docks, pilings, swimmers or other watercraft.
- · Always wear a U.S. Coast Guard approved Type III (PFD) vest.
- · Read the Operator's Manual before use.

#### HIGH PERFORMANCE SKI BINDING



## **WARNING**

HIGH PERFORMANCE BINDING: FOR USE BY EXPERIENCED SKIERS ONLY. Use of this product and participation in the sport involves inherent risks of injury or death. Even if properly fitted, the binding may or may not release in a fall which could result in injury. To reduce risks: 1) Binding should be properly fitted for a snug, not tight, fit. 2) Binding must not be used by others for whom it was not properly fitted. 3) Read Operator's Manual before use.

Please contact us if you have any questions on the proper selection, function, or safe use of this product.

D3 CUSTOM SKIS 807 PROSPECT ST #4 ELLENSBURG, WA 98926

P: 916-714-9389 F: 509-933-4445

e-mail: info@d3skis.com

www.d3skis.com

## WARNING

THIS FORM MUST BE FILLED OUT AND MAILED OR FAX TO D3 CUSTOM SKIS FOR WARRANTY TO BE VALID

		Release of Lia			
I understand and am aware that understand that water sports and risk of injury to any and all parts ANY AND ALL RISK OF INJURY	d the use of D3 of my body. I h	3 Custom Skis – wa HEREBY AGREE T	ters skis, trick O FREELY AN THIS EQUIPM	skis, jump skis and bir ND EXPRESSLY ASSI	ndings involves a
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I understand how the binding sy binding on and I agree that it can			ucted in its pro ater as the only		re. I have tried the
Acknowledgment I have carefully read this limited liability and fully understand its of D3 Custom Skis, its distributors	contents. I am a	aware that this is a	release of liab	ility and a contract bety	
Users Signature			Date		
Parent's Signature if User is a M	inor		Date		
Date of Purchase				Item Purchased	I
Where Purchased				Water Ski	_ S/N
Name			-	Trick Ski	_
Street			-	Jump Skis	_ S/N
City	State	Zip	-	Bindings	_
Phone				Other	

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Email

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