

Today's Date		
Seasonal	Return Date	
Multiday	/ /	

Equipment Rental & Liability Release Agreement

Please fill out completely and press firmly.

Trentais require a	a credit card or valid driver's lice	ense.
Name: Last Group Name: (if applicable) Street: City: Phone: Ubs. Height:	State:Zip:_ Email:	
Skier Type Skiers Only Fill This Section Out (Please check only one) I am a cautious skier and prefer a lighter ski binding release/retention setting. I am a moderate skier and prefer an average ski binding release/retention setting. I am an aggressive skier and prefer a higher ski binding release/retention setting.	Skis Skis Premium Skis Boots Poles	Snowboard Snow Blades Helmet Snowshoes
FOR SHOP USE ONLY Method of Payment		
Issued By		Cash CK GC
Skis No Ski Leng	th	MC V AE TR
Boot Sole Length	Toe Heel	
Skier Code	L L	
Snowboard No.	R	TOTAL
I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THE "ACKNOWLEDGEMENT OF PERSONAL INFORMATION & EQUIPMENT INSTRUCTIONS" AND "EQUIPMENT RENTAL AND LIABILITY RELEASE AGREEMENT" ON THE BACK OF THIS FORM.		
User's Signature:		Date:/_/
Parent/Guardian: If equipment user is a minor, I verify that I am the parent or guardian of the minor. I have authority to enter into this Equipment Rental and Liability Release Agreement on behalf of the minor. I agree to be bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minor's use of this equipment and their use of Pats Peak Skiing, LLC's facilities, and I agree to indemnify and hold harmless the PROVIDERS from any claim brought by, or on behalf of, the minor.		
Parent/Guardian's Signature:		Date: <u>//</u> _

- PLEASE NOTE 1. Ski bindings have been adjusted for your weight and your ability and may not be readjusted by any other person except a rental technician.
 - 2. Rental Shop closes 30 minutes after lifts close. Please return equipment immediately after your last run.

Acknowledgement of Personal Information & Equipment Instructions

I have accurately represented the requested personal information and it is true and correct. I will not use any of the equipment that is rented to me during this transaction until I have received instruction on its use and I fully understand its use and function. If I am renting downhill ski equipment I will verify that the visual indicator settings to be recorded on this form match the numbers appearing in the visual indicator windows of the rented downhill ski equipment bindings.

Equipment Rental & Liability Release Agreement

I accept for use AS IS the equipment listed on this form, and I accept full financial responsibility for the care of the equipment while it is in my possession. I agree to be responsible for the replacement at full value of any equipment rented under this form, but not returned to the shop. I agree to return all rental equipment by the agreed date and time.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

I understand that the sport of skiing, snowboarding, and other recreational activities involve inherent and other risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death that may result from skiing and snowboarding or which relate in any way to the use of this equipment.

I AGREE TO RELEASE Pats Peak Skiing, LLC, its employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of this equipment (collectively "PROVIDERS"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the sport of skiing/snowboarding, or is in any way related to the use of this equipment, including all liability which results from the **NEGLIGENCE OF PROVIDERS, or any other person or cause.**

I further agree to defend and indemnify **PROVIDERS** for any loss or damages. including any loss or damages that result from claims or lawsuits for personal injury, death, or property damage related in any way to the use of this equipment.

This agreement is governed by the applicable laws of New Hampshire. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I further agree that any claim or suit that I may bring for any reason against the **PROVIDERS** shall be brought only in the state or federal courts of New Hampshire and that I must put the providers on written notice of any claim within sixty (60) days of the event giving rise to the claim.