

## SHAWNEE PEAK EQUIPMENT RENTAL

### LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE

(READ CAREFULLY BEFORE SIGNING)

1. I acknowledge and understand that the sports of skiing, snowboarding, skiboarding, snowshoeing and other recreational activities (collectively "SNOWSPORTS") involve risks that may be hazardous to skiers, riders and other participants, including the risk of personal injury, death or property damage. I **AGREE FREELY AND VOLUNTARILY TO ASSUME ALL RISKS**, including the risk of personal injury, death or property damage which may relate in any way to the use of the equipment listed on this form.

2. In consideration for being allowed to use the equipment listed on this form, to the fullest extent allowed by law, I agree on behalf of myself, my heirs, my assigns and, if applicable, my minor children or wards, **to RELEASE, INDEMNIFY, HOLD HARMLESS AND DEFEND**, Shawnee Peak Holdings LLC, its employees, volunteers, owners, affiliates, agents, officers, directors, insurers and the equipment manufacturers and distributors and their successors in interest (collectively "Providers") from **any and all responsibility or legal liability** for personal injury, death, or property damage sustained in connection with my participation, and if applicable my minor children's or ward's participation, in the snow sports for which the equipment is provided, for any reason and under all circumstances. **THIS LIABILITY RELEASE INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS BASED ON ALLEGED NEGLIGENCE OR BREACH OF WARRANTY BY THE PROVIDERS**, or of any other person.

3. **I AGREE NOT TO SUE THE PROVIDERS** on my own behalf, and if applicable, on behalf of my minor children or wards, for any claims of personal injury, death or property damage which may occur from my or their use of the equipment listed on this form, including any and all claims based on the alleged **NEGLIGENCE, BREACH OF WARRANTY, OR OTHER CAUSE OF THE PROVIDERS**, or of any other person. Should any claim or action be asserted in contravention of this agreement, I or my successor(s) shall be liable for all expenses, **INCLUDING LEGAL FEES**, incurred by the Providers.

4. I accept for use AS IS the equipment listed on this form, and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the rental facility. I agree to return all rental equipment by the agreed date. I acknowledge that there are no refunds for rental equipment.

5. I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE THE USER'S SAFETY. In downhill skiing, and skiboarding with skiboards equipped with release bindings, the binding system will not release or retain at all times or under all circumstances where release or retention may prevent injury or death, nor is it possible to predict every situation in which the binding system will release. In snowboarding, cross-country skiing, skiboarding with skiboards equipped with non-release bindings, snowshoeing and other sports utilizing equipment with non-release bindings, the system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

6. I UNDERSTAND THAT A HELMET DESIGNED FOR SNOWSPORTS use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn. I understand and am aware that no helmet can protect the wearer from all impacts.

7. I have accurately represented the above listed information, including the my height, weight, age, and ability, and acknowledge that the information is true and correct. I represent and agree that I will be the only person using the equipment during the rental period. I will not use any of the equipment provided to me during this transaction until I have received instruction on its use and function, and I acknowledge that I have had an opportunity to seek instruction on the use and function of the equipment. I further agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment, and

skiboards equipped with release bindings, agree with the numbers appearing in the visual indicator windows of the equipment to be listed on this form.

8. This entire Agreement is governed by the laws of the State of Maine as broadly as permitted by law. I agree that exclusive jurisdiction and venue for any legal action shall be in the State or Federal Courts of Maine. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect.

I HAVE CAREFULLY READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE. I UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT.

**Signature of Equipment User:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PARENT / GUARDIAN:** If the Equipment User is a minor child (under 18 years old), I verify that I am the parent or guardian of the minor; I have the authority to enter into this agreement on behalf of the equipment user; and I have carefully read, understood, and agree that the minor child, ward, and anyone acting on their behalf, including me, is bound by the terms and conditions of this agreement.

**Signature of Parent / Guardian:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Town / State:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

# SHAWNEE PEAK SKI AREA

## MULTI-WEEK EQUIPMENT RENTAL FORM

Program/School Name \_\_\_\_\_

Program Day \_\_\_\_\_

Participant Name \_\_\_\_\_  
LAST FIRST MI.

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Skis / Boots / Poles / Helmet	Group # _____	Student # _____
Snowboard / Boots / Helmet		
Skiboards / Boots / Helmet	Late Fee _____	
Height _____ ft _____ in	Weight _____ lbs	
Head/Helmet Size _____ cm	Age _____	
Street Shoe Size _____ M/W/C		
SKIER TYPE (circle one)	SNOWBOARD STANCE	
1 2 3 other _____ OR	Regular / Goofy	
<small>(see chart on back of form)</small>	<small>(Left foot forward / Right foot forward)</small>	

### Acknowledgment of Personal Information & Equipment Instructions

- I have accurately represented the above listed information and it is true and correct.
- I understand that an authorized designee will ensure that the user receives instruction on the use of his/her equipment and fully understands its use and function before use at each session of the multi-week program.
- I understand that at each session an authorized designee will verify that the track and visual indicator settings recorded on the downhill skier's multi-week rental form, for downhill ski equipment, and skiboards equipped with release bindings, agree with the numbers in the visual indicator windows of the equipment listed on said form and any attachments.

### Equipment User's Signature

### Parent/Guardian Signature (if under age 18)

BOOT SIZE	BOOT #	HELMET SIZE	HELMET COLOR / #	DATE
SKI/SNOWBOARD SIZE	INVENTORY #	TRACK SETTINGS	VISUAL INDICATOR SETTINGS	TECHS INIT

### LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE PLEASE READ CAREFULLY BEFORE SIGNING

- I agree upon behalf of the skier that he/she will accept for use, as is the equipment to be rented to him/her, and accept full financial responsibility for the care of the equipment while it is in his/her possession.
- I will be responsible for the replacement at full retail value of any equipment rented under this form, but not returned to the rental facility.
- I agree the user will return all rental equipment by the agreed date(s) in clean condition to avoid any additional charges.
- I understand that the binding system cannot guarantee the user's safety. In downhill skiing and skiboarding with skiboards equipped with release bindings, 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, cross-country skiing, skiboarding with skiboards equipped with non-release bindings, snowshoeing and other sports utilizing equipment with non-release bindings, 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 sports of skiing, snowboarding, skiboarding, snowshoeing and other sports (collectively "RECREATIONAL SNOW SPORTS") 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 these RECREATIONAL SNOW SPORTS, or which relate in any way to the use of this equipment.
- I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn.
- I understand and am aware that no helmet can protect the wearer from all impacts.
- To the fullest extent allowed by the law, I hereby agree for myself, or anyone on my behalf to **RELEASE AND HOLD HARMLESS** Shawnee Peak Holdings, LLC, its employees, owners, affiliates, agents, officers, directors and the equipment manufacturers and distributors and their successors in interest (collectively "PROVIDERS"), from **ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY** for injury, death, property loss or damage which results from the user's participation in the **RECREATIONAL SNOW SPORTS** for which the equipment is provided, or which is related in any way to use of this equipment, including all liability which results from the **NEGLIGENCE** of PROVIDERS, directly or indirectly, or any other case, person or claim.
- I **PROMISE NOT TO SUE PROVIDERS**, and to **DEFEND AND INDEMNIFY** them for any loss or damage, including any that results from claims or lawsuits for personal injury, death or property loss or damage related in any way to the use of this equipment. Should any claim or action be asserted in contravention to this agreement, I or my successors shall be liable for all expenses, **INCLUDING LEGAL FEES**, incurred by the Providers defending against such claim or action.
- This agreement is governed by the applicable law of the State of Maine and any claim or action shall be submitted only to the jurisdiction of the State or Federal Court in the State of Maine. It is not intended to assert any claims or defenses that are prohibited by law. If any part of this agreement is held to be invalid or unenforceable, the remainder shall be given full force and effect.

I UNDERSTAND THAT THIS RENTAL AND LIABILITY RELEASE AGREEMENT WILL BE USED FOR THE ENTIRE MULTI-WEEK PROGRAM THAT I OR THE USER IS ENROLLED IN AT SHAWNEE PEAK SKI AREA. THE EQUIPMENT ISSUED ON EACH TRIP WILL BE ADJUSTED TO THE SPECIFICATIONS PROVIDED ON THIS FORM AND ANY EQUIPMENT EXCHANGE FORMS ATTACHED TO IT DURING THE MULTI-WEEK RENTAL PROGRAM.

I HAVE CAREFULLY READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE. I UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT.

User's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I verify that I am the parent, guardian or age of the equipment User and that I have the authority to enter into this agreement on behalf of the Equipment User. I have read, understood and agree to be bound by the terms of this LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE. Furthermore, if any claim or action is brought in contravention to this agreement, including any claim alleging NEGLIGENCE, I agree to INDEMNIFY AND HOLD HARMLESS AND DEFEND PROVIDERS, INCLUDING LEGAL FEES, and any DAMAGES for which they may be adjudged legally liable to pay.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_