

## LIABILITY RELEASE AGREEMENT & SKI EQUIPMENT RENTAL AGREEMENT

I understand that the sport of skiing involves inherent danger and other risks of **INJURY** and **DEATH!** "Inherent dangers and risks of skiing" means those dangers or conditions which are an integral part of the sport of skiing, including but not limited to snow conditions as they exist or may change, collisions with natural objects or man-made structures and their components; variations in steepness or terrain, whether natural or as a result of slope design, snowmaking or grooming operations, and collisions with other skiers. I voluntarily agree to assume all risks of injury or death that may result from skiing or which relate in any way to the use of this equipment. I **AGREE TO RELEASE** Peak Resorts, Inc., Snow Creek, Inc., its rental shop, 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 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 damage, including any that results from claims or lawsuits for personal injury, death, and property loss and damage, related in any way to the use of this equipment. This agreement is governed by the applicable laws of this state. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect, **and in the event that I am signing on behalf of any minors, that I have full authority to do so, realizing its binding effect on them as well as myself.**

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. **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. If I fail to return the equipment when I am finished with it or it is damaged beyond repair, I agree to reimburse Snow Creek for the replacement value.

Day: <b>S M T W T F S</b>		I verify, herewith, the visual indicators on my bindings to correspond with the settings as shown on this page. I, the undersigned, have read and understand the release agreement.								Technician's Name		
Date: ____/____/____										1.		
Session: Day Evening 522 Anniv.										2.		
NAME Please Print Clearly!	Age	CIRCLE ONE		Ht.	Wt.	CIRCLE ONE		Boot #	SKI #	DIN Set	Customer/Parent/ Guardian Signature	Tech Initials
		Skied Before?	Ever taken a lesson?			Skier Type (see posters)	Did you Rent a Helmet?					
1.		Yes / No	Yes / No			1 / 2 / 3	Yes / No					
2.		Yes / No	Yes / No			1 / 2 / 3	Yes / No					
3.		Yes / No	Yes / No			1 / 2 / 3	Yes / No					
4.		Yes / No	Yes / No			1 / 2 / 3	Yes / No					
5.		Yes / No	Yes / No			1 / 2 / 3	Yes / No					
6.		Yes / No	Yes / No			1 / 2 / 3	Yes / No					
7.		Yes / No	Yes / No			1 / 2 / 3	Yes / No					
8.		Yes / No	Yes / No			1 / 2 / 3	Yes / No					
9.		Yes / No	Yes / No			1 / 2 / 3	Yes / No					
10.		Yes / No	Yes / No			1 / 2 / 3	Yes / No					