

## LIABILITY RELEASE AGREEMENT & SNOW BOARD EQUIPMENT RENTAL AGREEMENT

I understand that the sport of snowboarding, and other recreational activities involve inherent danger and other risks of **INJURY** and **DEATH**. "Inherent dangers and risks of boarding" means those dangers or conditions which are an integral part of the sport of boarding, 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 snowboarding 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 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 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 law of this state or province. 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 to Snow Creek 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 snowboarding use, 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.

Day: S M T W T F S	I, the undersigned, have read and understand the release agreement. I also understand that I am allowed one (1) trade (board to ski) per session!	Technician's Name
Date: ____/____/____		1.
Session: Day Evening 522 Anniv.		2.

NAME Please Print Clearly!	Age	CIRCLE ONE				Boot #	Board #	Regular or Goofy	Customer/Parent/Guardian Signature	Tech Initials
		Boarded Before?	Ever taken a lesson?	Boarder Type (see posters)	Did you Rent a Helmet?					
1.		Yes / No	Yes / No	1 / 2 / 3	Yes / No			R / G		
2.		Yes / No	Yes / No	1 / 2 / 3	Yes / No			R / G		
3.		Yes / No	Yes / No	1 / 2 / 3	Yes / No			R / G		
4.		Yes / No	Yes / No	1 / 2 / 3	Yes / No			R / G		
5.		Yes / No	Yes / No	1 / 2 / 3	Yes / No			R / G		
6.		Yes / No	Yes / No	1 / 2 / 3	Yes / No			R / G		
7.		Yes / No	Yes / No	1 / 2 / 3	Yes / No			R / G		
8.		Yes / No	Yes / No	1 / 2 / 3	Yes / No			R / G		
9.		Yes / No	Yes / No	1 / 2 / 3	Yes / No			R / G		
10.		Yes / No	Yes / No	1 / 2 / 3	Yes / No			R / G		