

				RENTAL INFORMATION				RETURN DATE	FIRST LETTER OF LAST NAME	
NAME _____			MIDDLE INITIAL _____			DAILY PRICE:		DAYS PAID FOR	TOTAL PAID	DATE OUT
HOME ADDRESS _____								\$		
CITY _____			STATE _____			LOCATION _____			STORE # _____	
LOCAL PHONE _____			HOME PHONE _____			PACKAGE TYPE: (circle one) SKI   SNOWBOARD			HELMET _____	
DOB ▶ _____			HEIGHT ▶ _____			SHOE SIZE:			WEIGHT ▶ _____	
			SKIER TYPE							

### RELEASE OF LIABILITY AND RENTAL AGREEMENT

**PLEASE READ CAREFULLY BEFORE SIGNING: In consideration of Loon Mountain renting me this equipment: I HAVE CAREFULLY READ THIS LIABILITY RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A LIABILITY RELEASE AGREEMENT BETWEEN THE PARTIES AND I SIGN IT OF MY OWN FREE WILL**

- I accept for use AS IS the equipment rented, and accept full responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at full retail value of any equipment that is not returned to the shop or damaged beyond normal wear and tear. I understand that Equipment Breakage Insurance, if I agree to separately pay for it, only covers damage incurred during normal use. I agree to return all equipment by the agreed date and time in clean condition to avoid any additional charges.
- I have received instructions on the use of the equipment and fully understand its use and function. I have received satisfactory answers to any questions I may have regarding the equipment and I will stop using the equipment and have it inspected, repaired or readjusted by a Loon Mountain binding technician if I feel that it is not functioning properly.
- I have made no misrepresentations to the rental shop concerning height, weight, age, skier type, or other information requested.
- If I am renting skis, my signature on this form affirms that I have verified that the visual indicator settings on this form (if any) agree with settings on the equipment provided to me.
- I accept and understand that skiing, snowboarding and the use of other snowplay devices are HAZARDOUS and could cause INJURY OR DEATH, and that there are inherent and other dangers and risks involved in these activities, including without limitation: changing weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees, collisions with natural or man-made objects or other skiers/snowboarders/ snowbladers; variations in terrain; the failure of skiers/ snowboarders/snowbladers to ski or ride within their own abilities; that injuries are a common and ordinary occurrence of the activities, and I FREELY AND VOLUNTARILY ASSUME THESE RISKS.
- FOR SKIERS: I understand that the ski/ boot/binding system will not release at all times or under all circumstances where release may prevent death, or injury to the skier, nor is it possible to predict every situation in which it will release, and it is, therefore, no guarantee of my safety.
- FOR ALL OTHERS: I understand that snowboard/boot/binding, ski blade/ boot/ binding, Nordic ski/boot/binding systems are designed as non-releasing systems, and will not ordinarily release during use, and are no guarantee of my safety.
- I understand that 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 participation in recreational activities, which relate in any way to the use of this equipment, or from any other activity at this ski/recreational area, including the use of lifts or aerial tramways. I AGREE TO RELEASE Loon Mountain Recreation Corporation (LMRC), Boyne USA, Inc., and the U.S. Forest Service, their parent, subsidiary, affiliated and successor companies, real and personal property owners, employees, agents, officers, directors and any equipment manufacturers, program sponsors and distributors (collectively "RELEASEES"), FROM ALL LIABILITY FOR NEGLIGENCE and for any and all injury, death, and property loss and damage that results from participation in these activities; is in any way related to use of the equipment; or is related to any other activity at this ski/recreational area including all liability that results from the NEGLIGENCE of RELEASEES, or any other person or cause.
- I further agree to DEFEND, INDEMNIFY AND HOLD HARMLESS RELEASEES for any loss or damage arising from claims or lawsuits for personal injury, death, and property loss and damage related to use of this equipment, participation in these activities, the use of lifts or aerial tramways, from any other activity at this ski/recreational area, or my presence on, or use of the RELEASEES' premises. I acknowledge this agreement is binding upon my heirs, executors, administrators and assigns and is governed by the applicable laws of the State of New Hampshire. I further agree that any claims, actions or suits relating to, or arising out of this agreement must be brought in the Courts of Grafton County, New Hampshire. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect. I intend this document to be interpreted as broadly as permissible by New Hampshire law and understand that it is not intended to assert any claims or defense prohibited by law.
- HELMETS: I understand that a rental helmet is available for myself and/or my child(ren). I acknowledge that no helmet can protect the wearer against all possible or foreseeable impacts and injuries to the head. Reasonably foreseeable impacts may exceed the capabilities of the helmet to protect against injury. Helmets are designed to offer added protection to the head and cannot guard against neck, spine or other bodily injuries that may result from a ski or snowboard accident. Therefore, I acknowledge that the use of a helmet does not and cannot guarantee my safety or the safety of my child(ren) and may not prevent or reduce some types of serious injuries or death. I have received instruction in the helmets use and the fit is snug, yet comfortable. I understand and agree that in order to function properly, the helmet's chin strap must be buckled at all times while engaged in snow sports activities. I further understand that at speeds greater than 13 miles per hour, the helmet may not provide adequate protection against a serious head injury.

In the event of any incident while wearing the helmet, or damage otherwise inflicted upon the helmet, I agree to immediately cease its use, return it to the rental facility and provide a written report describing the incident.

- IF IN SNOWSPORTS LESSON OR PROGRAMS: I, the undersigned, hereby express my desire and approval for my, and/or my child(ren)'s participation in the Snowsports Lesson or Program. I acknowledge that such participation will include, without limitation, participation in various types of snowsports instruction and activities and the use of Loon Mountain's equipment, as well as the slopes, trails, terrain parks, terrain features, and related facilities, including ski lifts. I further acknowledge that participation in the lesson or program is voluntary and entirely at my risk and/or that of my child(ren). I further acknowledge, that if in a Snowsports Lesson my child needs adjustments to their bindings, I authorize Loon Mountain's technician to do so, according to the renter's information supplied, and subject to all of the language in this Liability Release agreement.

Initials: \_\_\_\_\_

TECHNICIAN SIGNATURE **X** \_\_\_\_\_

**PLEASE CHECK EQUIPMENT BEFORE SIGNING**

I acknowledge that I understand how this ski-boot-binding system works and I have been instructed in its proper use. If renting alpine equipment, I agree that the binding setting numbers appearing in the visual indicator windows on the bindings correspond to the setting recorded on this form.

CUSTOMER SIGNATURE **X** \_\_\_\_\_

THE ENTIRE AREA ABOVE IS FOR SHOP USE ONLY

**EQUIPMENT DAMAGE INSURANCE. NOT INSURED AGAINST THEFT.**

- ACCEPTED \_\_\_\_\_ This shop will absorb the cost of repairing any damaged equipment caused during normal use, however, I am still responsible for the FULL value of any lost, misplaced, or stolen equipment (or damage due to negligence).
- DECLINED \_\_\_\_\_ I am responsible for the FULL value of any loss of equipment, regardless of fault, including repair and/or replacement of damaged, lost, misplaced or stolen equipment.

**I HAVE CAREFULLY READ THIS LIABILITY RELEASE AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL.**

SKIER'S SIGNATURE **X** \_\_\_\_\_ DATE \_\_\_\_\_

PARENT/GUARDIAN: I verify that I am the parent or guardian of the minor renting the equipment. I have authority to enter into this 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 the ski/recreational area's equipment, facilities and premises. I agree to release, indemnify and hold harmless the RELEASEES from any claim brought by, or on behalf of, the minor. If I am not the parent or guardian of the minor renting this equipment, by my signature below, I nevertheless agree to this LIABILITY RELEASE and to indemnify, defend and hold harmless the RELEASEES for any liability resulting from any claim brought by the minor or on their behalf.

GUARDIAN'S SIGNATURE **X** \_\_\_\_\_ DATE \_\_\_\_\_



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