

Shawnee Peak Ski Area Windham Recreation Department

Multi-Week Rental Equipment Waiver

Acknowledgment of Personal Information & Equipment Instructions

1. I have accurately represented the listed skier/rider information and it is true and correct.
2. I understand that an authorized designee will ensure that the skier/rider 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.
3. 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.

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

1. 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.
2. 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.
3. I agree the user will return all rental equipment by the agreed date(s) in clean condition to avoid any additional charges.
4. **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.
5. 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.
6. 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.
7. **I understand and am aware that no helmet can protect the wearer from all impacts.**
8. 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.
9. **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.
10. 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: _____