

RENTAL INFORMATION

NAME LAST _____ FIRST _____ MIDDLE INITIAL _____ HOME ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____ LOCAL PHONE _____ HOME PHONE _____ AGE _____ HEIGHT _____ WEIGHT _____	DAILY PRICE: _____ LOCATION _____ STORE # _____ SNOWBOARD STANCE: _____ PACKAGE TYPE: _____	RETURN DATE _____ FIRST LETTER OF LAST NAME _____ DAVIS PAID FOR \$ _____ TOTAL PAID \$ _____ DATE OUT _____ HELMET _____
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RELEASE OF LIABILITY & RENTAL AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING: In consideration of Loon Mountain renting me this equipment:

1. 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. I understand that Equipment Breakage Insurance, if any, only covers damage incurred during normal use. I agree to return all equipment by the agreed date in clean condition to avoid any additional charges.

2. 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 redisplayed by a binding technician if I feel that it is not functioning properly.

3. I have made no misrepresentations to the rental shop concerning height, weight, age, skier type, experience or other information requested.

4. 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.

5. I accept and clearly understand that skiing, snowboarding, snowmobiling and the use of snowplay devices are **HAZARDOUS** and could cause **INJURY OR DEATH**, and that there are inherent and other dangers and risks involved in the 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 skier's snowboarder's snowboarders' variations in terrain; and the failure of skier's snowboarder's snowboarders to ski within their own abilities, that injuries are a common and ordinary occurrence of the activities, and I **FREELY AND VOLUNTARILY ASSUME THESE RISKS.**

6. FOR SKIERS: I understand that the ski/snowboarding 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/binding, ski/binder/boof binding, Nordic ski/snowbinding 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, or aerial tramways, I agree to **RELEASE** Loon Mountain Recreation Corporation, its 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 injury, death, and property loss and damage that results from participation in recreational activities, 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 recreational activities, the use of lifts or aerial tramways, or from any other activity at this ski/recreational area, authorized from any other activity at this ski/recreational area, authorized RELEASEES to administer first-aid, as they deem necessary.

I authorize my transportation to a medical facility at my expense, if deemed necessary by RELEASEES. I acknowledge this agreement is governed by the applicable laws of the State of New Hampshire. I further agree that any action relating to or arising out of this agreement must be brought in the state or federal courts of 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 defenses prohibited by law.

10. 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. The helmet is 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 confirmed that the fit and sizing of my rental equipment has been done in accordance with the available measuring devices. I have received instruction in its 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, if the head directly contacts a fixed object.

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

SKIER'S SIGNATURE _____ DATE _____
 PARENT/GUARDIAN: I verify that I am the parent or guardian of the minor. I have authority to enter into this agreement on behalf of the minor. I agree to be bound by its terms, 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 facilities, and I agree to indemnify and hold harmless the RELEASEES from any claim brought by, or on behalf of, the minor.
 GUARDIAN'S SIGNATURE _____ DATE _____

TECHNICIAN SIGNATURE _____
PLEASE CHECK EQUIPMENT BEFORE SIGNING
 I acknowledge that I understand how the ski-boot-binding system works and I have been instructed in its proper use. I agree that the binding setting numbers appearing in the visual indicator window on the binding correspond to the setting recorded on this form.
CUSTOMER SIGNATURE _____

EQUIPMENT DAMAGE INSURANCE - NOT INSURED AGAINST THEFT
 ACCEPTED This shop will assume the cost of repairing any damaged equipment that is not returned to the rental shop in the same condition as when it was rented. 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.
 DECLINED _____

