

Complete if renting equipment



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### RENTAL WAIVER & AGREEMENT

Participant Name: \_\_\_\_\_ Group Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_  
DOB: \_\_\_\_\_ Age: \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Shoe Size: \_\_\_\_\_ Helmet Rental (Optional): \_\_\_\_\_

**Ski Rental: Please Check Skier Type**

- \_\_\_\_\_ **Type II Skiers:** Moderate skiing at average visual indicator settings, prefer a variety speeds. Prefer varied terrain. Type 2 skiers are skiers who do not meet all the descriptions of Type I or Type 3 skier types.
- \_\_\_\_\_ **Type III Skiers:** Aggressive skiing at higher visual indicator settings, prefer fast speeds. Prefer steep terrain. Receive higher than average visual indicator settings. This may reduce the likelihood of release in a fall in order to decrease the risk of inadvertent binding release.
- \_\_\_\_\_ **Type I- Skiers:** For skiers who desire visual indicator settings lower than settings for a Type I skier.
- \_\_\_\_\_ **Type III+ Skiers:** For skiers who desire visual indicator settings higher than settings for a Type 3 skier.

**Snowboard Rental: Please indicate stance (foot forward on snowboard) Regular (left): \_\_\_\_\_ Goofy (right): \_\_\_\_\_**

**WARNING:** All forms of skiing, snowboarding, skiboarding and recreational activities and the use of aerial and surface lifts are hazardous and involve inherent and other risks of INJURY and DEATH.

I, the undersigned, hereby express my desire and approval for my, and/or my child's participation in the activities listed above. I acknowledge that such participation will include, without limitation, participation in various types of snow sports and activities and the use of the resort's equipment, slope s, trails, freestyle terrain, and related facilities, including ski lifts, or presence on the Resort's premises, and that these activities are HAZARDOUS. I further acknowledge that participation in these activities is voluntary and at my own risk and/or that of my child(ren) and despite these risks. I freely and voluntarily ACCEPT and ASSUME for myself and my child(ren) all such risks of INJURY, DEATH and/or property damage resulting from such participation.

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/my child's possession. I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the rental facility. I agree to return all rental equipment by the agreed date.

**FOR HELMET RENTAL:** It is recommended that participants in these activities wear a helmet. 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. I further understand that at speeds of greater than 13 mph, the helmet may not provide adequate protection against serious head injury, if the head directly contacts a fixed object. 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 some types of serious INJURY or DEATH. I agree the helmet must fit properly in order to maximize its performance, and that the helmet has been fitted properly to me by the provider. All instruction on the use of the helmet has been made clear to me and I understand the function of my helmet. I confirm that the helmet is comfortably snug and that when I fasten the chinstrap and shake my head, there is no significant movement of the helmet. I further confirm that I will be the only person using the helmet during this rental or demo period. If the helmet is damaged or involved in any kind of accident, I will immediately return it to the shop and report the accident or damage to the shop.

**FOR SKIERS:** 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 understand that the ski/boot/binding system is equipped with release bindings which will not release at all times or under all circumstances where release may prevent INJURY or DEATH to the user, nor is it possible to predict every situation in which it will release and it is therefore no guarantee of the user's safety.

**FOR SNOWBOARDERS/SKIBOARDERS:** I understand that the snowboard/boot/binding and the skiboard/boot/binding systems are designed as non-releasing systems and will not ordinarily release during use and are no guarantee to the user's safety.

I hereby promise not to bring a claim against or sue, and AGREE TO RELEASE Gunstock Area Commission, the County of Belknap, DBA Gunstock Mountain Resort, their real and personal property owners, affiliates, successors, managers, employees, agents, volunteers, directors, officers, shops, vendors, and the equipment manufacturers and distributors, collectively referred to as RELEASEES; from ALL LIABILITY FOR NEGLIGENCE, and any and all claims for INJURY, DEATH, property loss and damage that results from participation in these activities that are in any way related to the use of this equipment or is related to any other activity at this ski/recreational area, whether such claim is based on liability that results from the NEGLIGENCE of Releasees, breach of warranty, product defect, or any other person or cause for all reasons and under all circumstances. I further agree to DEFEND, INDEMNIFY, and HOLD HARMLESS Releasee for any loss or damage arising from claims or lawsuits related in any way to my, or my child(ren)'s participation in these activities, use of the equipment, or any other activities on Releasee's premises, and my or my child(ren)'s involvement in these activities/programs, is being given in exchange for the execution of this Release of Liability.

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. I, or my child(ren) feel that it is not functions properly. I, or my child(ren) will stop using the equipment and have it inspected, repaired or readjusted by a technician. I have made no misrepresentations to the rental shop concerning my, or my child(ren)'s height, weight, skier type, experience, head size (for helmets) or other information requested.

I acknowledge that this agreement is governed by New Hampshire law. I further agree that any action arising out of or relating to this agreement, must be brought in Belknap County, New Hampshire Superior Court and no other. This document is a legally binding contract that superseded any other agreements or representation by or between parties. It is intended to be interpreted as broadly and inclusively as possible. If any provision of this agreement is determined to be unenforceable, all other provision shall be given full force and affect.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS ACKNOWLEDGEMENT AND RELEASE OF LIABILITY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AN AGREEMENT BETWEEN MYSELF AND THE RELEASEES THAT LIMITS MY LEGAL RIGHTS AND I SIGN OF MY OWN FREE WILL. I UNDERSTAND AND AGREE THAT ALL OF THE PROVISIONS OF THIS RELEASE OF LIABILITY, ACKNOWLEDGEMENT OF RISKS AND HAZARDS AND AGREEMENT NOT TO SUE WILL BE IN FORCE THROUGHOUT AND SURVIVE FOLLOWING THE CLOSE OF THE 2019-20 WINTER SEASON.

**If participant is under 18 years of age:** 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. The minor and 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 my child's presence on the ski/recreational area's premises and facilities, and I agree to INDEMNIFY, DEFEND and HOLD HARMLESS the RELEASEES from any claim brought by or on behalf of, the minor.

Signature of User: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name of Parent/Legal Guardian: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Signature of Parent/Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_