

SHAWNEE PEAK EQUIPMENT RENTAL

LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE

(READ CAREFULLY BEFORE SIGNING)

1. I acknowledge and understand that the sports of skiing, snowboarding, skiboarding, snowshoeing and other recreational activities (collectively "SNOWSPORTS") involve risks that may be hazardous to skiers, riders and other participants, including the risk of personal injury, death or property damage. **I AGREE FREELY AND VOLUNTARILY TO ASSUME ALL RISKS**, including the risk of personal injury, death or property damage which may relate in any way to the use of the equipment listed on this form.

2. In consideration for being allowed to use the equipment listed on this form, to the fullest extent allowed by law, I agree on behalf of myself, my heirs, my assigns and, if applicable, my minor children or wards, **to RELEASE, INDEMNIFY, HOLD HARMLESS AND DEFEND**, Shawnee Peak Holdings LLC, its employees, volunteers, owners, affiliates, agents, officers, directors, insurers and the equipment manufacturers and distributors and their successors in interest (collectively "Providers") from **any and all responsibility or legal liability** for personal injury, death, or property damage sustained in connection with my participation, and if applicable my minor children's or ward's participation, in the snow sports for which the equipment is provided, for any reason and under all circumstances. **THIS LIABILITY RELEASE INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS BASED ON ALLEGED NEGLIGENCE OR BREACH OF WARRANTY BY THE PROVIDERS**, or of any other person.

3. **I AGREE NOT TO SUE THE PROVIDERS** on my own behalf, and if applicable, on behalf of my minor children or wards, for any claims of personal injury, death or property damage which may occur from my or their use of the equipment listed on this form, including any and all claims based on the alleged **NEGLIGENCE, BREACH OF WARRANTY, OR OTHER CAUSE OF THE PROVIDERS**, or of any other person. Should any claim or action be asserted in contravention of this agreement, I or my successor(s) shall be liable for all expenses, **INCLUDING LEGAL FEES**, incurred by the Providers.

4. 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 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. I acknowledge that there are no refunds for rental equipment.

5. 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 or retain at all times or under all circumstances where release or retention may prevent injury or death, nor is it possible to predict every situation in which the binding system 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 system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

6. I UNDERSTAND THAT A HELMET DESIGNED FOR SNOWSPORTS 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. I understand and am aware that no helmet can protect the wearer from all impacts.

7. I have accurately represented the above listed information, including the my height, weight, age, and ability, and acknowledge that the information is true and correct. I represent and agree that I will be the only person using the equipment during the rental period. I will not use any of the equipment provided to me during this transaction until I have received instruction on its use and function, and I acknowledge that I have had an opportunity to seek instruction on the use and function of the equipment. I further agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment, and

skiboards equipped with release bindings, agree with the numbers appearing in the visual indicator windows of the equipment to be listed on this form.

8. This entire Agreement is governed by the laws of the State of Maine as broadly as permitted by law. I agree that exclusive jurisdiction and venue for any legal action shall be in the State or Federal Courts of Maine. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect.

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.

Signature of Equipment User: _____

Printed Name: _____ **Date:** _____

PARENT / GUARDIAN: If the Equipment User is a minor child (under 18 years old), I verify that I am the parent or guardian of the minor; I have the authority to enter into this agreement on behalf of the equipment user; and I have carefully read, understood, and agree that the minor child, ward, and anyone acting on their behalf, including me, is bound by the terms and conditions of this agreement.

Signature of Parent / Guardian: _____

Printed Name: _____ **Date:** _____

Town / State: _____ **Phone Number:** _____