

**LIABILITY RELEASE AND INDEMNITY AGREEMENT
READ CAREFULLY BEFORE SIGNING**

DATE _____

I understand how this equipment works and have received proper instruction and satisfactory answers to any questions. If at any time this equipment does not seem to be working properly, I will stop using it immediately and return it for inspection and possible repair or adjustment. If this equipment is to be used by someone other than me, I certify that I am acting for the ultimate user and that I will provide this form and all other warnings and information to the ultimate user. **I understand and agree for myself and/or my child that skiing, snowboarding and related activities are HAZARDOUS** and that injuries are common and ordinary occurrences during these activities. **I AGREE FOR MYSELF AND/OR MY CHILD TO ASSUME ALL RISKS OF INJURY OR DEATH which may result from these activities.** If **Alpine ski equipment** is being furnished, I understand that the ski-boot-binding system will release the boot from the ski when certain forces on the system reach preset values, but that **IT WILL NOT RELEASE OR RETAIN** at all times where release or retention may prevent injury, and that it **CANNOT** prevent all injuries or guarantee the user’s safety. I understand and agree that unwanted release or retention of bindings is an inherent risk of using any ski-boot-binding system, and that any ski-boot-binding system does **NOT ELIMINATE THE RISK** of injuries to the user’s knees or to any other part of the user’s body. If **Snowboard equipment** is being furnished, I understand that these systems normally will **NOT RELEASE** in falls and accidents and that they do **NOT PROTECT** against any type of injury. **If a helmet** is being furnished, I understand and agree that no headgear can protect against all foreseeable impacts, that skiing and snowboarding can expose the user to forces which exceed the limits of protection offered by this helmet, that helmets do not guard against injury to the neck, spine, face or any other part of the body, and that these injuries are inherent risks of skiing and snowboarding. Helmets must be properly fitted to each user, and I agree that this helmet has been properly fitted by the provider. I warrant that the helmet is comfortably snug and that when I fasten the chin strap and shake my head there is no significant movement of the helmet. I agree that if the helmet is damaged or involved in any kind of accident, I will stop using it immediately, return it to the shop and report the accident or damage.

LIABILITY RELEASE: By my signature below, I hereby RELEASE Peak Resorts Inc., WC Acquisition Corp. d/b/a Wildcat Mountain Ski Area, LBO Holding Inc. d/b/a Attitash Mountain Resort and SNH Development Inc. d/b/a Crotched Mountain Ski and Ride, their owners, affiliates, agents, employees and all manufacturers and distributors of this equipment (hereinafter **“RELEASEES”**), **from ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY for any injuries, damages or death to any user of any equipment listed on this form, whether caused by NEGLIGENCE or any other cause.** I further agree that I **WILL NEVER SUE** the **RELEASEES** and that I **WILL DEFEND AND INDEMNIFY** the **RELEASEES** if any claim or action is pursued for any injuries, damages or death relating to skiing, snowboarding, or any related activities involving the use of this equipment. I accept this equipment **“AS IS”** and with **NO WARRANTIES**, express or implied, beyond those stated herein and in the manufacturer's written limited warranty. **This Agreement constitutes the final and entire agreement** regarding this transaction and this equipment, and it supersedes any and all other documents or oral statements. I acknowledge that the laws of the State of New Hampshire govern this Agreement. I further agree that any lawsuit relating to or arising out of this Agreement must be instituted in the State or Federal Courts of New Hampshire. This Agreement shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but it is not intended to assert any claims or defenses which are prohibited by law. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

Customer/Parent/Guardian

Rental Tech Only

PLEASE PRINT YOUR NAME HERE	Height	Weight	Age	Male or Female	Skier Type	Snow Board Regular or Goofy	Customer/Parent/Guardian Signature	Boot Sole Length and #	Ski/SB #	Indicator Setting (DIN)	Helmet #	Issued By
				M/F	I/II/II	R/G						
				M/F	I/II/II	R/G						
				M/F	I/II/II	R/G						

Type I Skier

A type 1 skier prefers skiing cautiously and at slower speeds. This skier is most comfortable on smooth slopes of gentle to moderate pitch. As a type 1 skier you prefer lower than average release/retention settings so in the case of a fall your bindings are more likely to release. A type 1 skier is an entry level skier uncertain about their classification.

Type II Skier

Skier NOT classified as Type I or Type III

Type III Skier

A type 3 skier prefers faster speeds. A type 3 skier likes going fast and skis aggressive on slopes of moderate to steep pitch. Type 3 skiers prefer higher than average release/retention settings. As a type 3 skier they prefer decreased releasability in a fall in order to gain a decreased risk of inadvertent binding release.