PATS PEAK

Today's Date	/ /
Seasonal ☐ Multiday ☐	Return Date / /

Equipment Rental & Liability Release Agreement

Please fill out completely and press firmly.

Rentals require a credit card or valid driver's license.

Name:_____
Last First M.I.

Group Name: (if applicable)_____

Street:_____

City:_____ State:_____ Zip:_____

Phone:_(____)_-_____-_____ Email:_____

Weight:_____lbs. Height:_____ft. _____in. Age:_____ Shoe Size:_____

Skier Type

SKIERS ONLY FILL THIS SECTION OUT
(Please check only one)

☐ I — I am a cautious skier and prefer a lighter ski binding release/retention setting.

☐ II — I am a moderate skier and prefer an average ski binding release/retention setting.

☐ III — I am an aggressive skier and prefer a higher ski binding release/retention setting.

PLEASE CHECK ALL BOXES THAT APPLY

Select Equipment

- ☐ Skis
- ☐ Premium Skis
- ☐ Boots
- ☐ Poles
- ☐ Snowboard
- ☐ Snow Blades
- ☐ Helmet
- ☐ Snowshoes

FOR SHOP USE ONLY

Issued By_____

Skis No._____ Ski Length_____

Boot Sole Length_____

Skier Code_____

Snowboard No._____

	Toe	Heel
L		
R		

Method of Payment

Cash CK GC
MC V AE TR

TOTAL

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THE "ACKNOWLEDGEMENT OF PERSONAL INFORMATION & EQUIPMENT INSTRUCTIONS" AND "EQUIPMENT RENTAL AND LIABILITY RELEASE AGREEMENT" ON THE BACK OF THIS FORM.

User's Signature:_____ Date:___/___/___

Parent/Guardian: If equipment user is a minor, I verify that I am the parent or guardian of the minor. I have authority to enter into this Equipment Rental and Liability Release Agreement on behalf of the minor. 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 their use of Pats Peak Skiing, LLC's facilities, and I agree to indemnify and hold harmless the **PROVIDERS** from any claim brought by, or on behalf of, the minor.

Parent/Guardian's Signature:_____ Date:___/___/___

PLEASE NOTE - 1. Ski bindings have been adjusted for your weight and your ability and may not be readjusted by any other person except a rental technician.

2. Rental Shop closes 30 minutes after lifts close. Please return equipment immediately after your last run.

Acknowledgement of Personal Information & Equipment Instructions

I have accurately represented the requested personal information and it is true and correct. I will not use any of the equipment that is rented to me during this transaction until I have received instruction on its use and I fully understand its use and function. If I am renting downhill ski equipment I will verify that the visual indicator settings to be recorded on this form match the numbers appearing in the visual indicator windows of the rented downhill ski equipment bindings.

Equipment Rental & Liability Release Agreement

I accept for use **AS IS** the equipment listed on this form, and I accept full financial responsibility for the care of the equipment while it is in my possession. I agree to be responsible for the replacement at full value of any equipment rented under this form, but not returned to the shop. I agree to return all rental equipment by the agreed date and time.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing, 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, 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.

I understand that the sport of skiing, snowboarding, and other 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 skiing and snowboarding or which relate in any way to the use of this equipment.

I AGREE TO RELEASE Pats Peak Skiing, LLC, its employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of this equipment (collectively "PROVIDERS"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the sport of skiing/snowboarding, or is in any way related to the use of this equipment, including all liability which results from the NEGLIGENCE OF PROVIDERS, or any other person or cause.

I further agree to defend and indemnify **PROVIDERS** for any loss or damages, including any loss or damages that result from claims or lawsuits for personal injury, death, or property damage related in any way to the use of this equipment.

This agreement is governed by the applicable laws 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 further agree that any claim or suit that I may bring for any reason against the **PROVIDERS** shall be brought only in the state or federal courts of New Hampshire and that I must put the providers on written notice of any claim within sixty (60) days of the event giving rise to the claim.