

**RENTAL AGREEMENT**

DATE OF VISIT \_\_\_\_\_

\*\*\*\*\* I PLAN TO RENT **DOWNHILL SKI**, **SKIBOARD** or **SNOWBOARD** EQUIPMENT (circle one) \*\*\*\*\*

Participant Name \_\_\_\_\_  
LAST FIRST MI.

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Height \_\_\_\_\_ ft \_\_\_\_\_ in Weight \_\_\_\_\_ lbs Age \_\_\_\_\_

Street Shoe Size \_\_\_\_\_ M / F / C Head Size \_\_\_\_\_ cm

**SKIER TYPE** circle one **SNOWBOARD STANCE**

1 2 3 other \_\_\_\_\_ **OR** Regular / Goofy

(see chart on back of form) (Left foot forward / Right foot forward)

**Acknowledgment of Personal Information & Equipment Instructions**

1. I have made no misrepresentations on this form concerning the user's height, weight, age, or skier type.
2. I understand that an authorized designee will ensure that the user receives instruction on the use of his/her equipment and fully understands its use and function before use.
3. I understand an authorized designee will verify that the track and visual indicator settings 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 listed on this form and any attachments.

**Equipment User's Signature**

**Parent/Guardian Signature (if under age 18)**

PLEASE DO NOT WRITE IN SHADED AREA		FTOS	FTOSB	2TOS	SKI HELMET
<b>BOOT SIZE</b>	<b>BOOT #</b>	<b>HELMET SIZE</b>	<b>HELMET COLOR / #</b>	<b>DATE</b>	
<b>SKI/SNOWBOARD</b>	<b>SIZE INVENTORY #</b>	<b>TRACK SETTINGS</b>	<b>VISUAL INDICATOR SETTINGS</b>	<b>TECH'S INIT</b>	

**EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT**

1. I agree upon behalf of the participant that he/she will accept for use **AS IS** the equipment to be rented to him/her, and accept full financial responsibility for the care of the equipment while it is in his/her possession.
2. I will be responsible for the replacement at full retail value of any equipment rented under this form, but not returned to the shop.
3. I agree the user will return all rental equipment by the agreed date(s) in clean condition.
4. **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 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, cross-country skiing, skiboarding with skiboards equipped with non-release bindings, snowshoeing and other sports utilizing equipment with non-release bindings, 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.
5. I understand that the sports of skiing, snowboarding, skiboarding, snowshoeing and other sports (collectively "RECREATIONAL SNOW SPORTS") 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 these RECREATIONAL SNOW SPORTS, or which relate in any way to the use of this equipment.
6. I understand that a helmet designed for RECREATIONAL SNOW SPORTS 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.
7. I understand and am aware that no helmet can protect the wearer from all impacts.
8. **I AGREE TO RELEASE AND HOLD HARMLESS Shawnee Peak Holdings, Inc., its employees, owners, affiliates, agents, officers, directors and the equipment manufacturers and distributors and their successors in interest (collectively "PROVIDERS"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the RECREATIONAL SNOW SPORTS for which the equipment is provided, or which is related in any way to the use of this equipment, including all liability which results from the NEGLIGENCE of PROVIDERS, or any other person or cause.**
9. I further agree to defend and indemnify PROVIDERS for any loss or damage, including any that results from claims or lawsuits for personal injury, death and property loss and damage related in any way to the use of this equipment.
10. This agreement is governed by the applicable law of the state of Maine. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I UNDERSTAND THAT THIS RENTAL AND LIABILITY RELEASE AGREEMENT WILL BE USED FOR THE DESIGNATED DATE THAT I OR THE USER HAVE SIGNED UP FOR AT SHAWNEE PEAK SKI AREA. THE EQUIPMENT ISSUED ON THAT DAY WILL BE ADJUSTED TO THE SPECIFICATIONS PROVIDED ON THIS FORM AND ANY EQUIPMENT EXCHANGE FORMS ATTACHED.

**I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT.**

User's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian: If the equipment user is a minor, I verify that I have authority to enter into this agreement on behalf of the equipment user and I agree to be bound by all terms and conditions of this agreement.

*Thank you for choosing Shawnee Peak*