

GROUP SALES RENTAL DEPOSIT & LIABILITY RELEASE FORM

Equipment Rental & Liability Release Form
PLEASE READ CAREFULLY BEFORE SIGNING

I accept for the 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 retail value of any equipment rented under this form, but not returned to Okemo Mountain Resort, I agree to return all rental equipment by the agreed date in clean and undamaged condition (ordinary wear and tear excepted) to avoid any additional charges. There will be a late charge if equipment is not returned within 30 minutes after lifts close. Payment will be made in advance for the term rental and no refund will be awarded.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing 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 it will release or retain. In snowboarding and cross-country skiing 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 and agree that these features of my equipment are inherent risks of the sport.

I understand that the sports of skiing, snowboarding, and other recreational activities involve inherent risks of INJURY and DEATH. I voluntarily agree to expressly ASSUME ALL RISKS of injury or death that may result from skiing / snowboarding use, or which relate in any way to the use of this equipment.

HELMET: I understand that no helmet can protect the user from all foreseeable impacts or injury. However for maximum protection, the helmet must fit snugly and the retention system must be fastened securely at all times. I acknowledge that the helmet has been properly fitted to me, that all instructions on the use of the helmet have been made clear and that I understand the function of the helmet. If the helmet experiences an impact, it should be returned to the Rental Shop for inspection.

To the fullest extent allowed by law, I AGREE TO ASSUME ALL RISKS of injury or damage and PROMISE not to make or assert any claim or lawsuit against Okemo Mountain Resort, the manufacturers and distributors of the equipment rented or used from Okemo, and their employees, owners, affiliates, agents, officers and directors (collectively "PROVIDERS"), arising from or related to any claim of liability for injury, death, property loss and damage which results from the equipment user's participation in the sport of skiing / snowboarding use, or is in any way related to the use of this equipment, including all liability which result from any act or omission of any kind of PROVIDERS, or any other person or cause.

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 use of the equipment.

I further AGREE that any dispute, claim or lawsuit arising out of the use of this equipment or helmet or under the terms of this agreement shall be brought or litigated exclusively in the Superior Courts or the U.S. District Courts within the State of Vermont and I agree and consent that any suit or claim brought in any other jurisdiction shall be transferred to a court in the State of Vermont.

This document is a legally binding contract which supersedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability, but it is not intended to assert any claims or defenses which are prohibited by law. If any of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT. If this equipment is to be used by someone other than me, I certify that I am acting as agent for the user and that I will provide this form and all pertinent warnings and information to the user.

User's Signature: X _____ Date: _____

Parent / Guardian: If equipment user is a minor, I verify that I am the parent or guardian of the minor, and I have authority to enter into this agreement on behalf of the equipment user and I agree to be bound by the terms and conditions of this agreement and to defend and indemnify PROVIDERS in any claim or suit arising from said minor's use of this equipment.

Parent / Guardian Signature: X _____ Date: _____