

Participant's Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

Add me to the Powder Ridge email list so I can receive news and special offers.

EQUIPMENT RENTAL-RELEASE AND INDEMNITY AGREEMENT

READ VERY CAREFULLY BEFORE SIGNING

I/we, on behalf of myself, my children, heirs, legal representatives, successors and assigns, (hereinafter "RELEASOR"), in consideration for accepting the rental skis/snowboard, do hereby release and agree to hold harmless and indemnify POWDER RIDGE MOUNTAIN PARK & RESORT, its employees, agents, servants, volunteers, directors, officers, shareholders and/or successors and the equipment manufacturer (hereinafter "RELEASEES") for all injury, damage or death resulting from risks inherent in the sport of skiing/snowboarding. RELEASOR acknowledges that inherent risks of skiing/snowboarding include, but are not limited to, the risks identified by the Conn. legislature in C.G.S. § 29-212 such as: variations in terrain and snow surfaces; collisions with other skiers; bare spots and/or ice; trees or other objects not within the confines of the trail or slope; conspicuously marked lift towers, or conspicuously placed lift towers; and loading, unloading or otherwise using a passenger tramway. RELEASOR acknowledges that these inherent risks, among others, could cause injuries, damages or death. RELEASOR knows that skiing/snowboarding are inherently hazardous sports, and that participants commonly and routinely injure themselves as a result of many causes unrelated to equipment. RELEASOR freely assumes the risk for all injuries, damages or death caused by or related to the inherent risks in the sport of skiing/snowboarding. I/we agree to be at all times familiar with, and to follow, the Skier's Responsibility Code and to be familiar with, and to comply, with the RELEASEES' rules, policies and any special regulations.

RELEASOR hereby acknowledges that HELMETS ARE REQUIRED to be worn by all participants skiing/snowboarding at POWDER RIDGE MOUNTAIN PARK & RESORT and hereby agrees to WEAR A HELMET AT ALL TIMES while skiing/snowboarding at the mountain. I agree that it is my sole responsibility to monitor and check the condition of my own helmet, and ensure that it is properly fitted for my head and in good working condition. RELEASOR further acknowledges that rental helmets are available, and agrees to rent a helmet and head sock from the mountain in the event that I do not own one. RELEASOR further acknowledges that helmets are designed to reduce the risk of serious head injuries and will not eliminate all potential head injuries that may occur while skiing/snowboarding.

RELEASOR accepts for use "as is" the equipment listed on the rental form, and accepts full financial responsibility for the care of the equipment while it is in the possession of RELEASOR. RELEASOR is responsible for the replacement at full value of any equipment rented under this form, but not returned to the rental shop. RELEASOR agrees to return all equipment by the agreed upon date and time. RELEASOR understands that the ski binding system cannot guarantee the safety of the RELEASOR. In downhill skiing, the binding system will not release at times or under all circumstances where release may prevent injury, nor is it possible to predict every situation in which it will release. I understand that the snowboard binding system will not ordinarily release during use. RELEASOR acknowledges that these bindings are not designed to release as a result of forces generated during ordinary operation.

RELEASOR agrees that any claim that I/we may assert as a result of and/or arising out of the use of this rental equipment shall be submitted to arbitration before the American Arbitration Association, and not by way of civil lawsuit filed in either the state or federal courts. Three arbitrators, including one neutral, shall be utilized. They shall decide if the claim is barred by virtue of assumption of the risk, as set forth in the Connecticut Statutes. If they find that the damages claimed did not result from a risk inherent to this activity, then the RELEASOR may file suit in Connecticut.

I agree that every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable on RELEASOR.

RELEASOR agrees to indemnify and hold harmless the RELEASEES for all defense costs, fees, settlements, judgments and the like, including attorney fees arising out of any claim that is related to injuries caused by the inherent risks.

This agreement represents the entire agreement between the parties, and it may not be altered or modified, except by written modification signed by the parties.

I agree that, by signing this agreement, I am giving up legal rights, and freely chose to sign this agreement.

I HAVE READ AND UNDERSTOOD THIS ENTIRE DOCUMENT. I VERIFY THAT THE VISUAL INDICATORS ON MY BINDINGS CORRESPOND TO THE SETTING ON THE RENTAL FORM. I FEEL THE BINDING ADJUSTMENT IS PROPER FOR ME. I HAVE MADE NO MISREPRESENTATIONS REGARDING MY HEIGHT, WEIGHT, AGE OR SKIING ABILITY. ALL INSTRUCTION OF THE USE OF THE EQUIPMENT HAS BEEN MADE CLEAR TO ME AND I UNDERSTAND THE FUNCTION OF THE EQUIPMENT. I ACKNOWLEDGE THAT THE HELMET I HAVE BEEN RENTED IS PROPERLY SIZED AND FITS SECURELY ON MY HEAD. I HAVE NOT BEEN FORCED TO SIGN THIS AGREEMENT UNDER DURESS OR TIME CONSTRAINTS. I HAVE BEEN GIVEN AN OPPORTUNITY TO SPEAK WITH A RENTAL SHOP REPRESENTATIVE TO DISCUSS ANY QUESTIONS THAT I MIGHT HAVE.

Print Name: _____ Signature: _____ Date _____

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ (Child). I consent to my Child's renting equipment. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to rent equipment, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES LISTED ABOVE FROM EVERY CLAIM AND ANY LIABILITY** arising out of risks inherent in this activity. I, likewise, promise not to sue the entities referenced above on my behalf of behalf of my Child. I agree to the indemnity terms set forth above, and agree to the arbitration terms set forth above.

Print Name: _____ Signature: _____ Date _____
Signature of Parent or Guardian

School/Club/Team _____