



GROUP NAME: \_\_\_\_\_

Date: \_\_\_\_\_

**FILL IN SHADED AREA:**

<b>LAST NAME:</b>		<b>FIRST NAME:</b>	
<b>ADDRESS CITY:</b>		<b>STATE:</b>	<b>ZIP:</b>
<b>HEIGHT:</b>	<b>WEIGHT:</b>	<b>AGE:</b>	<b>SHOE SIZE:</b>
<b>SKIER TYPE:</b> (circle one)	<b>1 / 2 / 3</b>	<b>CIRCLE ONE: MALE / FEMALE</b>	
<b>SNOWBOARD STANCE:</b> (circle one)		<b>REGULAR</b> (left foot forward)	<b>GOOFY</b> (right foot forward)

**SKI & SNOW BOARD RENTAL & LIABILITY RELEASE AGREEMENT**

I AGREE TO RELEASE AND NOT SUE JACK FROST MOUNTAIN SKI AREA, BIG BOULDER SKI AREA, BIG BOULDER PARK, JFBB SKI AREAS, INC., PEAK RESORTS, INC., THEIR RENTAL SHOPS, EMPLOYEES, OWNERS, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, AND THE MANUFACTURERS AND DISTRIBUTORS OF THIS EQUIPMENT (COLLECTIVELY "PROVIDERS"), FROM ANY AND ALL LIABILITY FOR INJURY, DEATH, PROPERTY LOSS AND DAMAGE WHICH RESULTS FROM THE EQUIPMENT USER'S PARTICIPATION IN THE SPORT OF SKIING, THE USE OF ANY OF PROVIDERS' FACILITIES OR IS IN ANY WAY RELATED TO THE USE OF THIS EQUIPMENT, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF PROVIDERS. 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 participation in the sport of skiing, use of providers facilities or the use of this equipment, even if I contend that such injuries are the result of negligence, including gross negligence, or any other improper conduct for which a release is not contrary to public policy on the part of PROVIDERS. In the event that I am signing on behalf of any minors... that I have full authority to do so... realizing its binding effect on them as well as myself I understand that there are inherent and other risks in the sports of skiing, snowboarding, and other snowsliding activities (herein referred to collectively as "skiing" or "skier"), including the use of lifts. These risks include, but are not limited to, variations in snow, steepness and terrain, trail side drop-offs, ice and icy conditions, moguls, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare spots, lift towers, utility lines, poles and guy wires, snowmaking equipment and component parts, trail fences and control nets, and the absence of such fences and nets, Terrain Park features and elements (such as halfpipe, jumps, rails, rollers, hits, etc.), and other forms of natural or manmade obstacles on and/or off designated trails, as well as collisions with on snow vehicles such as snowmobiles and groomers, equipment, obstacles or other skiers. Trail fences are located along the side of some but not all of our trails; such fences are not designed to protect you from injury if you run into them or go through, over or under them. Trail conditions vary constantly because of weather changes and skier use. I understand that all of the inherent and other risks of skiing present the risk of injury, that skiing is a **DANGEROUS**, risk sport, and that injuries can be serious and even fatal. **I HEREBY ACKNOWLEDGE, ACCEPT, AND ASSUME THESE RISKS AND ALL OTHER RISKS THAT CAN AND DO EXIST WHILE PARTICIPATING IN THE SPORT OF SKIING AND WHILE ENGAGED IN ANY SUCH ACTIVITY AT JFBB.**

Notwithstanding the foregoing, if I sue PROVIDERS, I agree that I will only sue them, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Carbon County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between PROVIDERS and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I accept for 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 value of any equipment rented under this form. I understand that the binding system cannot guarantee the user's safety. 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. If I fail to return the equipment when I am finished with it or it is damaged beyond repair, I agree to reimburse PROVIDERS for the replacement value.

User Signature \_\_\_\_\_ Date \_\_\_\_\_

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

	<b>Boot ID#</b>	<b>SKI/SNOWBOARD ID#</b>	<b>SKI DIN SET</b>	<b>Tech Initials</b>
Equipment 1				