

Group _____ Today's Date / / Date Due / / Initials _____



RETURN THIS FORM WITH EQUIPMENT

ALPINE & NORDIC SPORT/ACTIVITY EQUIPMENT RENTAL AGREEMENT
RELEASE OF LIABILITY, AGREEMENT NOT TO SUE, AND INDEMNITY
 Please Read Carefully Before Signing.

WOULD LIKE TO RENT:	
Snowboard.....	<input type="checkbox"/>
Skis.....	<input type="checkbox"/>
Boots.....	<input type="checkbox"/>
Poles.....	<input type="checkbox"/>

FILL IN ALL INFORMATION; PRINT AS NEATLY AS POSSIBLE

SKIER CODE(circle one) I (slow/learner) II (intermediate) III (very aggressive)

Skier's Last Name										Skier's First Name									
Street										City					State			Zip	
Home Phone					Weight			Height		Age			Shoe Size						
Boot Size			Boot Sole Length				Code				Boot Tech Initials								
Release Setting (DIN)			Ski/Board ID #				Pole Size				Ski/Board/Pole Tech Initials								

I accept for use, as is, the equipment listed on this form and accept full 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 which is not returned to the equipment rental shop, and I acknowledge my obligation to return this equipment by the agreed date in good condition to avoid any additional charges.

I agree to **HOLD HARMLESS AND INDEMNIFY** Buncher Resort & Hospitality Group, LLC, The Buncher Company, and their owners, agents, employees, and any other persons or organizations affiliated therewith (hereinafter "Hidden Valley Resort") for any loss or damage, including any injuries or damages resulting from personal injury or property damage related, in any way, to the use of this equipment, except only reasonable wear on the equipment itself.

I acknowledge that Alpine and Nordic skiing are dangerous sports and present inherent and other risks which include, but are not limited to, variations in steepness of terrain; uneven terrain; rocks; trees and other forms of forest growth or debris (above or below the surface); fences; utility lines; and other forms of natural or manmade obstacles on or off the designated trails; as well as collisions with equipment, moving or affixed, obstacles and other skiers; varying trail conditions; weather changes; and skier use.

I understand that the snowboard bindings do not release during use; therefore, they do not guarantee my safety. I understand that the ski/boot/binding system will not ordinarily release during use, nor is it specifically designed to release as the result of forces induced during ordinary operation and is therefore absolutely no guarantee of my safety.

In consideration of all of the above and in consideration of the equipment being rented to me at my request, **I AGREE NOT TO SUE, AND, AS SUCH, RELEASE HIDDEN VALLEY RESORT FROM ANY AND ALL LIABILITY FOR DAMAGE AND/OR INJURY TO MYSELF OR TO ANY PERSON OR PROPERTY, REGARDLESS OF ANY GROSS NEGLIGENCE, ORDINARY NEGLIGENCE, RECKLESSNESS, AND/OR CARELESSNESS ON THE PART OF HIDDEN VALLEY RESORT,** and accept for myself full and complete responsibility for any and all such damage, injury or death which may result. **I AGREE TO INDEMNIFY HIDDEN VALLEY RESORT FOR ANY AND ALL COSTS OR FEES, INCLUDING ATTORNEY'S FEES AND COSTS, ASSOCIATED WITH DEFENDING ANY CLAIM BROUGHT BY OR ON BEHALF OF THE UNDERSIGNED.**

I have made no misrepresentations to Hidden Valley Resort as to any information which they have requested for my rental and/or use of the equipment. I have received full and clear information on the use of this equipment, and I understand the use and function of this equipment.

Notwithstanding the foregoing, I acknowledge and agree any and all disputes will be litigated under Pennsylvania law in the Court of Common Pleas of Somerset County, Pennsylvania or the United States District Court for the Western District of Pennsylvania.

I understand that I may be photographed or videographed while I am participating in Alpine and Nordic skiing. I agree to allow my photo, video, film or likeness to be used by Hidden Valley Resort for any legitimate purpose.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO SUE, AND SIGN IT FREELY, VOLUNTARILY, AND WITHOUT ANY INDUCEMENT.

 PARTICIPANT SIGNATURE DATE

FOR PARTICIPANTS UNDER 18 YEARS OF AGE

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release of Hidden Valley Resort, but also to release and indemnify Hidden Valley Resort from any and all liabilities resulting from the GROSS NEGLIGENCE, ORDINARY NEGLIGENCE, RECKLESSNESS, AND CARELESSNESS of Hidden Valley Resort and incident to his/her participation in Alpine and Nordic sports and his/her use of rental equipment, for himself or herself, myself, my spouse, our heirs, assigns, and next of kin.

 PARENT/GUARDIAN'S SIGNATURE EMERGENCY PHONE # DATE
 Staff Initials _____