



## Liability Release & Equipment Rental Agreement

I AGREE TO RELEASE AND HOLD HARMLESS THE TUTHILL CORPORATION DBA BLUE MOUNTAIN RESORT, ITS EMPLOYEES, OWNERS, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND THEIR SUCCESSORS IN INTEREST (COLLECTIVELY "PROVIDERS"), FROM ANY AND 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 ALLEGEDLY RESULTS FROM THE NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF THE PROVIDERS, OR ANY OTHER PERSON OR CAUSE.

I agree that all disputes arising under this contract and/or from any use of the ski rental agreement shall be litigated exclusively in the Court of Common Pleas of Carbon County, PA, or in the United States District Court for the Middle District of Pennsylvania.

I have accurately represented the rental information and it is true and correct. I will not use any of the equipment to be provided to me during this transaction until I have received instruction on its use and I fully understand its use and function. I agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment agree with the number appearing in the visual indicator windows of the equipment listed on the digital rental contract.

I accept for use **AS IS** the equipment listed on rental contract and accept full financial responsibility for the care of the equipment while it is in my possession. I agree that I will be the only person using this equipment during this rental period by the agreed date.

**I understand that the binding system cannot guarantee the user's safety.** In downhill skiing, 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, 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.

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.

This release is valid for the 2018-2019 winter season.

**I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS LIABILITY RELEASE & EQUIPMENT RENTAL AGREEMENT AND AM VOLUNTARILY SIGNING BELOW INTENDING TO BE LEGALLY BOUND HEREBY.**

Print User's Name: \_\_\_\_\_

User's Signature: \_\_\_\_\_ 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.

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