



BMBW SKI RENTAL FORM

DATE: _____

RENTER INFORMATION

LAST NAME: _____ FIRST NAME: _____ MID INIT: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ AGE: _____

WEIGHT: _____ HEIGHT: _____ FT _____ IN SHOE SIZE: _____

INDICATE YOUR SKIER TYPE: TYPE I TYPE II TYPE III

For help determining your Skier Type, see the appropriate signs in the rental department.

EQUIPMENT DETAILS *(This section to be completed by BMBW Technician)*

Boot #: _____ Ski #: _____

Din #: _____ Tech Initials: _____

LIABILITY RELEASE AGREEMENT & EQUIPMENT RENTAL

I understand and am aware that participation in the sports of skiing, snowboarding, skiboarding, snow tubing and other sports (collectively "RECREATIONAL SNOW SPORTS") is a HAZARDOUS activity that has many inherent dangers and risks. I realize that injuries are a common and ordinary occurrence of this activity. I agree to **RELEASE from liability, forever discharge, indemnify, defend, and hold harmless Boston Mills Ski Resort, Inc., Brandywine Ski Resort, Inc., Sycamore Lake, Inc. DBA Alpine Valley Ski Center, Peak Resorts, Inc.** and their owners, officers, directors, volunteers, employees, affiliates, agents and assigns, **from any and all loss or damage to myself or to my property resulting from the releasees' NEGLIGENCE.** I understand that the releasees are not responsible for the consequences of their own **NEGLIGENCE**, that is, their failure to use reasonable care in any way. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury and death as a condition of being allowed to use the ski area facility and premises. **I voluntarily agree to expressly assume all risks of injury or death** that may result from skiing, snowboarding or snowblading, or which relate in any way to the use of this equipment.

I AGREE TO RELEASE Boston Mills Ski Resort, Inc., Brandywine Ski Resort, Inc., Sycamore Lake, Inc. DBA Alpine Valley Ski Center, Peak Resorts, Inc., its rental shops, employees, owners, affiliates, agents, officers, directors and the manufacturers and distributors of this equipment (collectively "PROVIDERS"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the sport of skiing, snowboarding or snowblading, or is in any way related to the use of this equipment, including all liability which results from the NEGLIGENCE 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 the use of this equipment. This agreement is governed by the applicable laws of this state. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect, and 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 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 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 and snowblading, 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 **Boston Mills Ski Resort, Inc., Brandywine Ski Resort, Inc., Sycamore Lake, Inc. DBA Alpine Valley Ski Center, Peak Resorts, Inc.** for the replacement value.

I have accurately represented the listed 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 verify, herewith, the visual indicators on my bindings to correspond with the settings as shown on this page.

Customer/Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Name Printed: _____