



Group Equipment Rental Agreement - Ski, Snowboard, Nordic Skiing or Snowshoeing

Trip Date: January 27, 2017 Group Name: Garrett County 4-H

Check Your Skier Type

Type 1 "Cautious skiing at LOWER visual indicator settings"

Type 2 "Moderates skiing at AVERAGE visual indicator settings"

Type 3 "Aggressive skiing at HIGHER visual indicator settings"

Last Name _____ First _____ M _____

Address _____ City _____ State _____ Zip _____

Weight _____ lbs Height _____ ft _____ in Age _____ Shoe Size _____ Gender _____ (M / F)

**Everbright Pacific, LLC d/b/a WISP RESORT
HOLD-HARMLESS, RELEASE OF LIABILITY & AGREEMENT NOT TO SUE
PLEASE READ CAREFULLY BEFORE SIGNING**

ACCEPTANCE OF THIS AGREEMENT CONSTITUTES A CONTRACT. THE CONDITIONS OF THE CONTRACT ARE SET FORTH BELOW AND WILL PREVENT YOUR ABILITY TO SUE WISP. IF YOU DO NOT AGREE WITH THESE CONDITIONS THEN DO NOT USE THE FACILITY.

I have received the equipment listed on this agreement and have been instructed on its use and function. I verify that I have accurately stated my personal and all other information on this form and that it is true and correct. I also verify that the visual indicators on the bindings are the same as those designated above. If at anytime I feel the equipment is not functioning properly, I will stop using it and return it for inspection, repair or adjustments.

I understand and am aware that all forms of Alpine, Nordic and snowboard skiing, including the use of lifts, load and unload areas, is a **dangerous sport**. These risks include but are not limited to: variations in snow, steepness of terrain, ice and icy conditions, moguls, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare spots, lift towers, cables, utility lines, pipes, poles and guy wires, snowmaking and grooming equipment and component parts, trail fences and control nets and the absence of such fences and nets, and other forms of natural or man-made obstacles on and/or off designated trails. There is also a risk of collisions with such obstacles, equipment and natural objects as well as with other skiers. In addition, trail conditions vary constantly because of weather changes and skiing use. I am aware that snowmaking and snow grooming may be in progress at any time. I understand that the skiing equipment/boot/binding system **cannot release** in all situations where release may prevent injury, that it is not possible to predict every situation where it will or will not release, and therefore it **cannot guarantee** my 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. These are only some of the risks of skiing. All of these and other risks of skiing present the risk of serious and/or fatal injury.

I accept the use of the above outlined ski equipment, as is, with no warranties, express or implied, and accept full responsibility for its care while in my possession. **I agree to assume the risk of injury while participating in this activity even if the ski equipment itself is defective.** I will be responsible for the replacement, at full retail value, of any equipment rented under this agreement, which is not returned to this location by the agreed date.

In consideration of using Wisp's ski facilities, I, on behalf of myself, my children, heirs, executors and assigns, agree to accept the risks of skiing and agree not to sue Wisp or any company affiliated with Wisp or its employees or agents for injuries, whether fatal or not, or damages related to skiing and/or use of this equipment, regardless of any negligence of Wisp, its employees or agents or alleged breach of warranties, product defect or any other legal theories.

I, on behalf of myself, my children, heirs, executors and assigns, agree to hold harmless and indemnify Wisp, its owners, agents, and employees, as well as the equipment manufacturers and distributors, for any loss or damage I may cause to person or property while engaged in skiing. This provision includes any loss or injuries that result from damages related to the use of the ski equipment or the ski lifts.

I have read the above Contract and Release of Liability agreement and fully understand it. I understand that skiing is a purely voluntary activity and that Wisp would not allow me or my minor children to participate in skiing if I did not agree to the provisions of this Release from Liability. I recognize that I am free not to participate in skiing and can reject this Release of Liability on behalf of myself and my minor children, but I have voluntarily chosen to sign it.

USER'S SIGNATURE: _____ DATE: _____

PARENT OR 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 OR GUARDIAN SIGNATURE: _____ DATE: _____

Rental Shop Technician Section

Boot size / sole length: _____ Boot # _____ Indicator setting: _____

Ski # _____ Snowboard # _____ Snow Blade # _____ Snow bike # _____

Helmet # _____ Snowshoe # _____

Tech Signature: _____ Date: _____