WINTERPLACE
SKI RESORT
Post Office Box 1, Flat Top, West Virginia 25841

GROUP NAME: _____

EQUIPMENT RENTAL AGREEMENT

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, but not returned to the rental facility. I agree to return all rental equipment 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. 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 the sports of skiing, snowboarding, and other sports (collectively "RECREATIONAL SNOW SPORTS") involve inherent and other risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death that may result from these RECREATIONAL SNOW SPORTS, or which relate in any way to the use of this equipment. I understand that a helmet designed for RECREATIONAL SNOW SPORTS use may 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 helmet is worn. I AGREE TO RELEASE AND HOLD HARMLESS Winterplace Ski Resort, NW Acquisition LLC, and their affiliates, members, shareholders, directors, officers, employees, agents, and the equipment manufacturers and distributors and their successors in interest (collectively "PROVIDERS"), from 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 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 law of this state. If any provision of this agreement is determined to be unenforceable other provisions shall be given full force and effect.

Day: S M T W T F Date: ___/_____/____	I, verify, herewith, the visual indicators or my bindings to correspond with the settings as shown on this page. I, the undersigned, have read and understand this release agreement.							SHOP USE ONLY			
Equipment User's Full Name Please Print Clearly!	**Skied Before?**	**Ever Taken a Lesson?**	**Height**	**Weight**	**Skier Type**	**Age**	**Adult or Parent/Guardian Signature**	**Boot #/MM**	**Ski#**	**Din#**	**Tech Initials**
1	Y N	Y N									