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mohawkmtn.com  
(860) 672-6100

PO Box 27 • Cornwall, CT 06753

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# Rental Agreement Form

Rental Term

One Day: \_\_\_ / \_\_\_ / \_\_\_ Multiple Day \_\_\_ / \_\_\_ / \_\_\_ to \_\_\_ / \_\_\_ / \_\_\_ Seasonal

|   |                      |                               |  |  |           |
|---|----------------------|-------------------------------|--|--|-----------|
| Skier/Rider Last Name   |                      |                               | First Name   |  |           |
| Home Street Address   |                      |                               |  |  |           |
| City  |                      |                               | State  | ZIP Code   |           |
| Phone   |                      |                               | E-Mail   |  |           |
| Weight  |                      | Height                        |  | Age  | Shoe Size |
| Lbs.  | Ft.                  | In.                           |  |  |           |
| Skier Type <input checked="" type="checkbox"/>                      |                      |                               | Snowboard Stance <input checked="" type="checkbox"/> |  |           |
| I   | II                   | III                           | Goofy<br>Right Foot Forward                          | Regular<br>Left Foot Forward   |           |
| <b>PACKAGES</b> (✓)   |                      |                               | <b>RENTAL EQUIP.</b> (✓)                             |  |           |
| LEARN TO SKI PACKAGE  |                      | ADULT SKI, Boots, Poles       |  | Helmet   |           |
| LEARN TO SB PACKAGE   |                      | JUNIOR SKI, Boots, Poles      |  | Tele Ski, Boots, Poles   |           |
| MM SKI PACKAGE  |                      | SNOWBOARD, Boots              |  | Tele Ski Only  |           |
| MM SB PACKAGE   |                      | DEMO SKI                      |  | JR Ski Only  |           |
| SNOWHAWK  |                      | Poles Only                    |  | JR Boot Only   |           |
| MINI RIDER  |                      | Ad Ski Only                   |  | Tele Boot Only   |           |
| RYDER   |                      | Ad Board Only                 |  | <b>MULTIPLE RENTALS?</b><br><input type="checkbox"/> YES <input type="checkbox"/> NO<br>_____ OF _____ |           |
| SLYDER  |                      | Ad Boot Only                  |  |  |           |
| PARENT TOT  |                      | 1 HR Child Rental             |  |  |           |
| Security Deposit<br>(Check One) <input checked="" type="checkbox"/> | Credit Card<br>Swipe | Driver's License<br>Surrender | Name   |  |           |

**Below for Technician Use Only**

|   |               |  |                           |            |  |
|---|---------------|--|---------------------------|------------|--|
| SKIER SELECTED DISCRETIONARY SETTING _____ (INITIAL)                                      |               |  |                           |            |  |
| Helmet #  | Boot Number   | Boot (MM)  | Visual Indicator Settings |            |  |
|   |               |  | T<br>Left                 | T<br>Right |  |
| Ski/Snowboard Size  | Serial Number | Pole   | H<br>Left                 | H<br>Right |  |
|   |               | <input type="checkbox"/> YES <input type="checkbox"/> NO |                           |            |  |
| All Functional Procedures have been completed according to manufacturers recommendations: |               |  |                           |            |  |
| Technicians Signature   |               |  |                           | Date       |  |



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|   |                      |                               |  |  |                              |
|---|----------------------|-------------------------------|--|--|------------------------------|
| Skier/Rider Last Name   |                      |                               | First Name   |  |                              |
| Home Street Address   |                      |                               |  |  |                              |
| City  |                      |                               | State  | ZIP Code   |                              |
| Phone   |                      |                               | E-Mail   |  |                              |
| Weight  |                      | Height                        |  | Age  | Shoe Size                    |
| Lbs.  | Ft.                  | In.                           |  |  |                              |
| Skier Type Check One <input checked="" type="checkbox"/>            |                      |                               | Snowboard Stance Check One <input checked="" type="checkbox"/> |  |                              |
| I   | II                   | III                           | Goofy<br>Right Foot Forward                                    |  | Regular<br>Left Foot Forward |
| <b>PACKAGES (✓)</b>   |                      |                               | <b>RENTAL EQUIP. (✓)</b>                                       |  |                              |
| LEARN TO SKI PACKAGE  |                      | ADULT SKI, Boots, Poles       |  | Helmet   |                              |
| LEARN TO SB PACKAGE   |                      | JUNIOR SKI, Boots, Poles      |  | Tele Ski, Boots, Poles   |                              |
| MM SKI PACKAGE  |                      | SNOWBOARD, Boots              |  | Tele Ski Only  |                              |
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| SNOWHAWK  |                      | Poles Only                    |  | JR Boot Only   |                              |
| MINI RIDER  |                      | Ad Ski Only                   |  | Tele Boot Only   |                              |
| RYDER   |                      | Ad Board Only                 |  | <b>MULTIPLE RENTALS?</b><br><input type="checkbox"/> YES <input type="checkbox"/> NO<br>_____ OF _____ |                              |
| SLYDER  |                      | Ad Boot Only                  |  |  |                              |
| PARENT TOT  |                      | 1 HR Child Rental             |  |  |                              |
| Security Deposit<br>(Check One) <input checked="" type="checkbox"/> | Credit Card<br>Swipe | Driver's License<br>Surrender | Name   |  |                              |

### Below for Technician Use Only

|   |               |  |                           |                  |  |
|---|---------------|--|---------------------------|------------------|--|
| SKIER SELECTED DISCRETIONARY SETTING _____ (INITIAL)                                      |               |  |                           |                  |  |
| Helmet #  | Boot Number   | Boot (MM)  | Visual Indicator Settings |                  |  |
|   |               |  | T _____<br>Left           | T _____<br>Right |  |
| Ski/Snowboard Size  | Serial Number | Pole   |                           |                  |  |
|   |               | <input type="checkbox"/> YES <input type="checkbox"/> NO | H _____<br>Left           | H _____<br>Right |  |
| All Functional Procedures have been completed according to manufacturers recommendations: |               |  |                           |                  |  |
| Technicians Signature   |               |  |                           | Date             |  |

### Helmet Exit Interview

*Please answer truthfully.*

*You will not be charged for damage to the helmet.*

1. Did you hit your head today?  YES  NO
2. If so, did you experience any nausea, headache, dizziness, ringing in the ears, and/or loss of consciousness, memory or balance?  YES  NO
3. Was the helmet subject to any other impact?  YES  NO

Signature of User: \_\_\_\_\_

Signature of Parent/Guardian if user is under the age of 18:

\_\_\_\_\_

## WARNING / LIABILITY RELEASE & ARBITRATION AGREEMENT

I have received the equipment listed on this agreement and have been instructed on its use. I verify that the personal information (height, weight, age, skier classification) on this ticket is correct. If at any time I feel the equipment is not functioning properly, I will stop using it and return it for inspection, repair or adjustments.

I accept full financial responsibility for the care of the equipment. I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the shop. I agree to return all rental equipment by the agreed date or risk loss through my collateral.

I understand and agree that skiing, snowboarding and other winter sports are HAZARDOUS activities, that INJURIES from various causes are INHERENT HAZARDS of participating in these activities, and that injuries to any or all parts of my body are a COMMON AND ORDINARY OCCURRENCE during these activities. I freely accept and ASSUME ALL HAZARDS OF INJURY OR DEATH caused by the inherent hazards of skiing that may occur while using this equipment.

ALPINE SYSTEMS: I have confirmed that the visual release indicators on the alpine bindings are the same as those designated on this ticket. I understand alpine ski/boot/binding systems CANNOT RELEASE OR RETAIN in all situations where release or retention may prevent injury and that they, therefore, CANNOT GUARANTEE MY SAFETY.

SNOWBOARDS, SKI BOARDS AND X-C: I understand that the binding systems on snowboards, ski boards and cross-country skis are NOT INTENDED TO RELEASE in a fall or upon impact.

HELMETS: While I agree that this helmet is intended to reduce the risk of serious head injury, I acknowledge and agree that no helmet can eliminate or prevent this risk, nor can a helmet eliminate or prevent injury to the neck or spinal cord.

I hereby agree to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that I have or may have against Mohawk Mountain Ski Area, Inc. and all manufacturers and distributors of the equipment, caused by the use of this equipment and/or the inherent risks of the sport of skiing, as defined in Conn. Gen. Stat. § 29-211, et seq.;
- 2) **TO ASSUME ALL RISKS INHERENT IN SKIING;**
- 3) **TO RELEASE** Mohawk Mountain Ski Area, Inc. and all manufacturers and distributors of the equipment, from all liability for any loss, damage, injury, or expense I (or my next of kin) may suffer, caused by the use of the equipment and/or the inherent risks of the sport of skiing;
- 4) **I FURTHER AGREE TO INDEMNIFY** and hold harmless Mohawk Mountain Ski Area, Inc. and the manufacturers and distributors of the equipment for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from my use of the equipment.

### Arbitration

I hereby agree to submit all claims against the manufacturers or distributors of the rental equipment used by me at Mohawk Mountain Ski Area, Inc. to arbitration. I further agree to submit any other dispute with Mohawk Mountain Ski Area, Inc., which arises from skiing at Mohawk Mountain Ski Area, Inc. to arbitration, for the purpose of determining whether the alleged injury arises from a risk inherent in the sport of skiing. For any dispute submitted to arbitration pursuant to this agreement, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. With regard to disputes between me and Mohawk Mountain Ski Area, Inc., **in the event that the Panel determines the alleged injury arises from a risk inherent in the sport of skiing, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from Mohawk Mountain Ski Area, Inc.. In the event that the Panel determines the alleged injury did not arise from a risk inherent in the sport of skiing, the Participant shall proceed to the Superior Court of Connecticut, or if appropriate, the United States District Court, for the District of Connecticut, for a trial *de novo*.**

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT which supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but is not intended to assert any claims or defenses which are prohibited by law. If any part of this agreement is deemed void or unenforceable, the remainder shall be given full force and effect. The specific rights of the parties under this contract may vary from state to state.

**I have read , and understand, and agree to the terms of this  
Warning, Liability Release and Arbitration Agreement.**

Skier's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian\*: \_\_\_\_\_ Date: \_\_\_\_\_

\*(parent or guardian signature must accompany minor signature)