

2011/2012
Rental Agreement Form
(With Release & Waiver)



Attach completed forms to the Group Sign Up Sheet.
A completed rental agreement is required to deliver equipment.

800-895-5222 • 860-672-6100
www.mohawkmtn.com

Renter First Name _____ Last Name _____

Address _____

City _____ State _____ Zip _____

Group Name _____ Birthdate (mm/dd/yyyy) _____

Email _____ Phone _____

GENDER: MALE FEMALE WEIGHT: _____ HEIGHT: _____ SHOE SIZE: _____

SKIER : SKIER TYPE I II III SNOWBOARDER: RIGHT FOOT FORWARD LEFT FOOT FORWARD

Each and every time that I receive the equipment listed on this agreement, and following instruction on its use, I shall verify that the personal information (height, weight, age, skier classification) on this form 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 damaged (other than through normal wear and tear) or not returned to the shop. I agree to return all rental equipment by the agreed date or risk loss through my collateral. *In the event that I have provided credit card authorization for this transaction, I hereby authorize Mohawk to charge my credit card for any damaged or lost/un-returned equipment.*

I understand and agree that skiing is a HAZARDOUS activity, that INJURIES from various causes are INHERENT HAZARDS of participating in skiing, and that injuries to any or all parts of my body are a COMMON AND ORDINARY OCCURRENCE during skiing. 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.

I hereby grant to Mohawk, its representatives and employees the right to take photographs of me in connection with my use of Mohawk's facilities, equipment and programs. I hereby authorize Mohawk to copyright, use, and publish the same in print and/or electronically. I hereby agree that Mohawk may use such photographs of me for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

ALPINE SYSTEMS: Each and every time that I receive the equipment, I shall confirm that the visual release indicators on the alpine bindings are the same as those designated on this form. 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 the helmet I have rented 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.

RELEASE

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;**

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- 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 rented and/or 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 use of the equipment and/or 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 West 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.

If the Renter is a minor, I, _____ (parent/legal guardian), hereby agree that I will explain to my child that he/she must inspect the equipment each and every time he/she receives it to confirm that (1) the personal information is correct and (2) the visual release indicators on the alpine bindings are the same as those designated on this form. I will also explain to the Renter that the risk of injury while skiing can be reduced through the use of *common sense* and *good judgment*.

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

Skier's (Renter's) Signature _____ Date _____

Parent/Guardian* _____ Date _____

*(parent or guardian signature must accompany minor signature)

For Office Use only

Date Received:

EZ Rent Group name:

Dates of visits:

Attach EZ Rent Receipt here: