



# Group Rental Form



I understand that the sport of skiing and snowboarding involves inherent danger and other risks of **INJURY** and **DEATH!** "Inherent dangers and risks of skiing and snowboarding" means those dangers or conditions which are an integral part of the sport of skiing and snowboarding, including but not limited to snow conditions as they exist or may change, collisions with natural objects or manmade structures and their components; variations in steepness or terrain, whether natural or as a result of slope design, snowmaking or grooming operations, and collisions with other skiers or snowboarders. **I VOLUNTARILY AGREE FOR MYSELF, MY CHILD OR WARD** to assume all risks of injury or death that may result from skiing or snowboarding or which relate in any way to the use of this equipment. **I AGREE FOR MYSELF, MY CHILD OR WARD TO RELEASE** Hidden Valley Golf & Ski Inc., Snow Creek Inc., Peak Resorts, Inc., its rental shops, its 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 or snowboarding 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 FOR MYSELF, MY CHILD OR WARD 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 the state of Missouri. 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, I represent that I have full authority to do so realizing its binding effect of 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 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 Hidden Valley Golf & Ski Inc., Snow Creek Inc., Peak Resorts, Inc., for the replacement value.

I acknowledge that this agreement is governed by the laws of the State of Missouri. I further agree that any lawsuit relating to or arising out of this Agreement must be instituted in the State or Federal Courts of Missouri. This document is a legally binding contract that 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 it is not intended to assert any claims or defenses which are prohibited by law. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Boot Size: \_\_\_\_\_

- TYPE I – Beginner, Entry Level Skier
- TYPE II – Ski on Variety of Terrains at Various Speeds
- TYPE III – Ski Aggressively on More Challenging Terrain

**To-be completed by Rental Staff**  
 DIN: \_\_\_\_\_  
 SKI #: \_\_\_\_\_  
 Rental Emp. Initial: \_\_\_\_\_

**Your Responsibility Code**

It is important to remember that there are elements of risk in mountain activities that common sense and personal awareness can help reduce. Please note, violations of Your Responsibility Code, and the following additional rules, ordinances and/or guidelines may result in criminal prosecution, civil liability and/or loss of lift privileges without compensation or refund:

1. Always stay in control and be able to stop or avoid other people or objects.
2. People ahead of you have the right of way. It is your responsibility to avoid them.
3. You must not stop where you obstruct a trail, or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to help prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
7. Prior to using any lift, you must have the knowledge and ability to load, ride, & unload safely.

This is a partial list. Be safety conscious. Officially endorsed by the National Ski Areas Association, National Ski Patrol, and Professional Ski Instructors of America. For more great skier and snowboarder safety information, visit the National Ski Area Association's Ski/Snowboard Safety site.

Signature of Skier: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Parent or Guardian (Print): \_\_\_\_\_