



# RENTAL CONTRACT AND AGREEMENT

PLEASE READ CAREFULLY AND FULLY UNDERSTAND BEFORE SIGNING.  
THIS CONTRACT IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

The undersigned, being at least 18 years old or that if he/she is younger than 18 years of age is accompanied by a parent or guardian who has read and signed the following release (hereinafter referred to collectively as "I"), attest that I have read, understood and signed the following release.

I acknowledge that I will be the only person using the equipment I receive during this rental period. I accept for use the equipment listed on this form AS IS and accept full responsibility for the care of this equipment. I have made no misrepresentation to this ski shop regarding this user's height, weight, age, or skier/rider type. I will be responsible for the replacement at full retail value of any equipment listed in this form but not returned to Bear Creek. I acknowledge my obligation to return this equipment by the agreed date and time in the condition it was received and agree to pay for any repairs in the event the equipment is damaged beyond normal wear and tear. All instructions on the use of the equipment have been made clear to me, and I understand the function of this equipment.

**Alpine Skis Only:** I agree that the binding indicator release/retention settings appearing in the visual indicator windows on the bindings correspond to the settings displayed on this form or the digital signature capture pad. I understand that the ski equipment being furnished forms a part of or all of a ski/boot/binding system which will NOT RELEASE AT ALL TIMES or under all circumstances, and that it is not possible to predict every situation in which it will or will not release, and that its use cannot guarantee my safety. I further agree and understand that this ski/boot/binding system may reduce, but does not eliminate the risks of injuries to my lower legs. I agree and understand that this ski/boot/binding system does NOT REDUCE THE RISK OF INJURIES TO MY KNEES or any other parts of my body.

**Snowboards Only:** I am aware that the snowboard/boot/binding system IS NOT DESIGNED OR INTENDED TO RELEASE. As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury while using this equipment.

**Helmets Only:** I acknowledge and agree that skiing, snowboarding, and other snow sliding activities involve certain inherent risks, dangers and hazards that can result in serious injury or death. I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT I AM RELEASING BEAR CREEK MOUNTAIN REAL ESTATE, LLC, BEAR CREEK MANAGEMENT Co., LLC, HEAD HELMETS, BURTON (R.E.D. AND ANON) HELMETS, AND THEIR RESPECTIVE AGENTS, EMPLOYEES, MEMBERS, SPONSORS, PROMOTERS, AND AFFILIATES (COLLECTIVELY "RELEASEES") FROM ANY AND ALL LIABILITY, REGARDLESS OF ANY NEGLIGENCE, INCLUDING BREACH OF CONTRACT ON THE PART OF THE "RELEASEES" IN THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE OR ADJUSTMENT OF THE EQUIPMENT. While I acknowledge 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. This helmet is intended for only the following activities: skiing, snowboarding and snow tubing. No helmet can protect the wearer from all foreseeable accidents. Depending on the type of impact, even a low speed accident can result in serious head injury or death.

By execution of this release, Bear Creek shall be indemnified for any injury to other person(s) or property which I may cause as a result of engaging in the Activities. I contractually agree that any and all disputes between myself and Bear Creek arising from my participation in the Activities and including any claims for personal injury and/or death, will be governed by the laws of the Commonwealth of Pennsylvania and exclusive jurisdiction thereof will be in the state court residing in Berks County where the alleged tort occurred or the federal courts of the Eastern District of the Commonwealth of Pennsylvania. In the event any section of this release is found to be unenforceable, the remaining terms shall be fully enforceable. This release shall be binding to the fullest extent permitted by law. This release shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors, personal representatives, and administrators and may be pled by Bear Creek as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the participant.

By signing this form, I agree that I am at least 18 years of age, and I accept completely the terms set forth in this contract and release of liability. If the renter is a minor, I agree that I am signing as a parent or legal guardian who is at least 18 years of age. I further attest that I have read this release to the minor in age appropriate language and the minor understands the implications of this release and contract and agrees to the terms and conditions set forth herein.

Renter's Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Legal Guardian Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Weight \_\_\_\_\_ Height: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Shoe Size: \_\_\_\_\_ Skier Type: \_\_\_\_\_

Type I – Skis slow and cautious, lower release setting. Entry level skiers or uncertain of their skier type.

Type II – Ski a variety of speeds and terrain, not a Type I or III. Average release setting appropriate for most recreational skiing.

Type III – Prefer skiing higher speeds, fast and aggressive terrain and a high release setting.

### FOR RENTAL SHOP USE ONLY

Ski/Board Number: \_\_\_\_\_ Boot Number: \_\_\_\_\_

BINDING SETTING INFORMATION (SKIS ONLY) Boot Sole Length: \_\_\_\_\_

BINDING SETTINGS: Toe: \_\_\_\_\_ Heel: \_\_\_\_\_ Technician: \_\_\_\_\_