



EQUIPMENT RENTAL FORM and RELEASE FROM LIABILITY ONE RENTER PER FORM

| | |
|------------------|-----------------------|
| TODAY'S DATE / / | NUMBER OF DAYS RENTAL |
|------------------|-----------------------|

RENTALS REQUIRE A CREDIT CARD OR VALID DRIVER'S LICENSE OR CASH DEPOSIT

| | | | | |
|---|----------------------------------|-----|--------|------------------|
| LAST NAME <input type="text"/> | FIRST NAME <input type="text"/> | | | |
| HOME ST. ADDRESS _____ | | | | |
| CITY, STATE, ZIP _____ /E-MAIL: _____ | | | | |
| DAY TEL.# () _____ | EVENING TEL.# () _____ | | | |
| AREA ACCOMODATION _____ TEL.# () _____ | | | | |
| WEIGHT <small>lb.</small> | HEIGHT <small>ft. in.</small> | AGE | GENDER | STREET SHOE SIZE |

Mark Appropriate Circle with **⊗**

Skier Type or Snowboard Rider

I II III Rider

| Equipment Damage Waiver | |
|--|---|
| Accepted YES pay \$1.00 per day Initial <input type="text"/> | This damage waiver applies to equipment breakage only. If accepted, we will absorb the cost of repair. However, any lost, misplaced, stolen or obviously abused equipment will remain the responsibility of the renter. This waiver is not available on demo or high performance equipment. |
| NO Initial <input type="text"/> | |

PLEASE DO NOT WRITE BELOW THIS LINE

| | |
|------------------------|------------------|
| LICENSE / STATE: _____ | EXP. DATE: _____ |
| CREDIT CARD #: _____ | EXP. DATE: _____ |
| DATE DUE BACK _____ | |

| | |
|---|---|
| Visual Indicator Settings 1 st pr. 2 nd pr. 3 rd pr. 4 th pr. | Technician's Initials 1 st pr. 2 nd pr. 3 rd pr. 4 th pr. |
| <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |

| Boots (Brand) | Syncro # | Boot Sole Length (mm) | Mondo Size | ID# | Initials (Clerk) | Returned |
|---------------|----------|-----------------------|------------|-----|------------------|----------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |

| Ski or Board Brand | Length (cm) | ID# | Technician | Returned |
|--------------------|-------------|-----|------------|----------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

PLEASE READ THE AGREEMENT ON THE BACK OF THIS FORM BEFORE SIGNING. IT RELEASES US FROM CERTAIN LIABILITY.



MT. ABRAM FAMILY RESORT

P.O. BOX 240, HOWE HILL RD.
GREENWOOD, ME 04255
207-875-5002





**ACKNOWLEDGEMENT & ACCEPTANCE OF RISKS AND LIABILITY RELEASE
(PLEASE READ CAREFULLY)**

WARNING: Be aware that a ski-boot-binding system will not release or retain at ALL times or under ALL circumstances where releases or retention may prevent injury or death, nor is it possible to predict every situation in which it will release, and it is, therefore, no guarantee of your safety. If snowboards, nordic snowshoe or skiboard equipment is being furnished, I understand that the systems will not ordinarily release during use, nor is it specifically designed to release as a result of forces induced during ordinary operation and is therefore absolutely no guarantee for safety. The use of any ski equipment is an inherent risk of the sport. All forms of alpine skiing and alpine activities are hazardous. Falls and injuries are a common occurrence therefore requiring the deliberate and conscious control of your physical body through proper use of alpine equipment in relation to ever-changing variables and dangers. Safety is directly affected by your judgment in the severe elements of rough, high mountain forest terrain. Ski or ride only within your own ability. Be alert to continually changing weather, visibility and surface conditions and other inherent risks including but not limited to existing and changing snow conditions, such as ice, hardpack, powder, packed powder, slush, granular, corn, crust, cup-up and machine-made snow; surface or subsurface conditions such as dirt, grass, bare spots, forest growth, rocks, stumps, trees and other natural objects and collisions with or falls resulting from such natural objects; lift towers and components thereof; lifts, sign posts, fences, mazes or enclosures; hydrants, water or air pipes (all the foregoing whether above or below the snow surface), snowmaking and snowgrooming equipment; marked or lighted trail maintenance vehicles and snowmobiles; other man-made structures or objects and their components, and collisions with, or falls resulting from, such man-made or natural terrain modifications and features; the presence of and collisions with other skier/riders; and failure of others to ski/ride safely, in control or within their own ability.

1. As a condition of being permitted to use the ski area premises and to use this ski/snowboard equipment, I hereby Release, Hold Harmless and Indemnify Mt. Abram Family Resort, LLC, their owners, affiliates, employees, agents, and lessors, the equipment manufacturers and distributors (the Releasees) for any and all liability for personal injury, including death, and property damage, in any way arising from the use of this equipment, including but not limited to any alleged NEGLIGENCE on the part of the Releasees in the selection, installation, maintenance or adjustment to this equipment and its use. This Release is intended to comply with the laws of the State in which it is used and only to the extent allowed by law. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.
2. I understand and acknowledge the risks of injury and death that are a part of the alpine activities conducted at the ski resort. I am aware that all forms of alpine activities, including jumping, are hazardous, filled with high risks and that falls, collisions and injuries are common occurrences of the sport. Therefore, for myself, my heirs and assigns I accept these risks and Promise Not To Sue the Releasees for any and all losses and injury to person or property that may result from my participation in the alpine activities at this resort and from the inherent risks such as (but not limited to) those listed in the Warning above.
3. I agree that all disputes arising under this legally binding contract or my use of any facilities at this ski resort shall be litigated in the State or Federal courts and governed by the laws of the State of Maine and in no other jurisdiction.
4. I understand that this ski area has ski helmets available for rent or sale. However, I am aware that no helmet can protect the wearer from all foreseeable impacts or injuries.
5. I have made no misrepresentation in regard to my height, weight, age and skier type or clinic level and I understand that this information may be used to select or adjust my equipment.
6. I verify that the indicator setting listed on this Rental Form corresponds to the setting on my ski bindings.
7. I have received instruction in the operation of the boot binding system and/or boot/snowboard system and have received satisfactory answers to any questions concerning its use and function and if I feel that the equipment is not functioning properly, I will stop using it and have it inspected, repaired or readjusted by a qualified technician.
8. I understand that this entire agreement shall be binding on my heirs and assigns.

RENTER'S RESPONSIBILITIES FOR THE EQUIPMENT

9. I accept for use as is the equipment listed on this form and accept full responsibility for its care while in my possession.
10. I will be responsible for replacement at full retail value of any equipment rented under this agreement which is not returned and grant this ski area the right to use the deposit/credit card to recover such loss.
11. I agree to reimburse and hold harmless this rental shop for loss or damage of any kind other than reasonable wear and tear, which results from my use of this equipment.
12. Please present your copy of this agreement when returning or exchanging this equipment.
13. There will be no refunds on single or multiple day rentals.
14. All rental equipment is nontransferable.

I, the undersigned, have carefully read and understood this Acceptance of Risk and Liability Release.

SKIER/RIDER's SIGNATURE _____ Date _____

I, the undersigned, have authority to sign this agreement for the minor child and agree to Indemnify the Releasees from any and all loss arising from the minor's use of this equipment and participation in alpine activities.

PARENT/GUARDIAN SIGNATURE _____ Date _____