McINTYRE SKI AREA
Manchester, NH · www.mcintyreskiarea.com

TODAY'S DATE	/ /
❑ OUT OF AREA ❑ DAY	RETURN DATE / /

EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT

RENTALS REQUIRE A CREDIT CARD OR VALID DRIVER'S LICENSE.

Please fill out completely and press firmly.

Name:_____
Last First M.I.

Group Name (if applicable):_____

Street Address:_____

City:_____ State:_____ Zip:_____

Phone:(_____) - _____ - _____ Email:_____

Weight:_____lbs. Height:_____ft._____in. Age:_____ Shoe Size:____

SKIER TYPE

SKIERS ONLY FILL THIS SECTION OUT
(Please check only one)

- ❑ **I** — **I am a cautious skier and prefer a lighter ski binding release/retention setting.**
- ❑ **II** — **I am a moderate skier and prefer an average ski binding release/retention setting.**
- ❑ **III** — **I am an aggressive skier and prefer a higher ski binding release/retention setting.**

SELECT EQUIPMENT

PLEASE CHECK ALL BOXES THAT APPLY

- ❑ **Skis**
- ❑ **Snowboard**
- ❑ **Boots**
- ❑ **Snowshoes**
- ❑ **Poles**
- ❑ **Helmet**

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THE EQUIPMENT RENTAL AND LIABILITY RELEASE AGREEMENT LOCATED ON THE RIGHT SIDE OF THIS FORM.

User's Signature:_____ Date:____/____/____

Parent/Guardian: If equipment user is a minor, I verify that I am the parent or guardian of the minor. I have authority to enter into this Equipment Rental and Liability Release Agreement on behalf of the minor. I agree to be bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minor's use of this equipment and their use of McIntyre Ski Area facilities, and I agree to indemnify and hold harmless the PROVIDERS from any claim brought by, or on behalf of, the minor.

Parent/Guardian's Signature:_____ Date:____/____/____

SPECIAL WARNING, I UNDERSTAND THAT THE NEW SETTINGS I HAVE REQUESTED AND WHICH ARE SHOWN BELOW WILL CHANGE THE RELEASE/RETENTION CHARACTERISTICS OF THE BINDINGS AND MAY INCREASE MY RISK OF INJURY.

FOR SHOP USE ONLY

Issued By_____ Skier Code_____

Skis No._____ Ski Length_____

Boot No._____ Boot Sole Length_____

Snowboard No._____ Helmet No._____

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METHOD OF PAYMENT

❑ CASH ❑ CHARGE

TOTAL _____

EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING

1. I Accept for use as is the equipment listed on this form, and accept full responsibility for the care of the equipment while it is in my possession.
2. I will be responsible for the replacement at full retail value of any equipment rented under this form, but not returned to the shop.
3. I agree to return all rental equipment by the agreed date in clean condition to avoid any additional charges.
4. If I do not know how to use the equipment, I will ask a shop employee.
5. I have made no misrepresentations to the ski shop concerning my height, weight, age or skier type.
6. I verify that the visual indicator settings recorded on this form agree with the numbers appearing in the visual indicator windows of the equipment listed on this form.
7. I agree to hold harmless and indemnify the ski shop and its owners, agents and employees, as well as the equipment manufacturers and distributors for any loss or damage, including any that results from claims for personal injury, death, or property damage related to the use of the equipment.
8. I understand that there are inherent and other risks involved in the sport of snow skiing, for which this equipment is to be used, that injuries are a common and ordinary occurrence of the sport, and **I freely and voluntarily agree to expressly assume all risks of injury or death** that may result from skiing and snowboarding or which relate in any way to the use of this equipment.
9. **ALPINE SKI** I understand that a ski-binding-boot 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, and it is, therefore, no guarantee of my safety.
10. **SNOWBOARD** I understand that the snowboarding equipment being furnished forms a part of all of a snowboard/boot/binding system which is a **NON RELEASE** system and its use cannot guarantee the user's safety and that this snowboard/ boot/binding system **DOES NOT REDUCE THE RISK** of injuries to any part of the user's body.
11. I further agree to defend and indemnify **PROVIDERS** for any loss or damages, including any loss or damages that result from claims or lawsuits for personal injury, death, or property damage related in any way to the use of this equipment.
12. This agreement is governed by the applicable laws of New Hampshire. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.
13. I further agree that any claim or suit that I may bring for any reason against the **PROVIDERS** shall be brought only in the state or federal courts of New Hampshire and that I must put the providers on written notice of any claim within sixty (60) days of the event giving rise to the claim.
14. I hereby release from any legal liability McIntyre Ski Area LLC, and its owners, agents and employees, as well as the manufacturers and distributors of this equipment from any and all damage and injury or death to myself or to any person or property resulting from the selection, installation, maintenance, adjustment or use of this equipment and for any claim based upon negligence, breach or warranty, contract or other legal theory, accepting myself the full responsibility for any and all such damage, **injury or death** which may result.