



HEAD TYROLIA EQUIPMENT RENTAL FORM (PLEASE PRINT CLEARLY)

Date: _____

Last Name: _____ First name: _____

Address/City: _____ State: _____ Zip: _____

Age: _____ Helmet _____ Technician's Signature: _____

I understand how this equipment works and have received proper instruction and satisfactory answers to any questions. I agree to report any accidents, injuries, or damage involving this equipment to the shop immediately, and if at any time this equipment does not seem to be working properly, I will stop using it and return it for inspection and possible corrective action. If this equipment is to be used by someone other than me, I certify that I am acting as agent, parent or legal guardian for the ultimate user and that I will provide this form and all other warnings and information to the ultimate user. I have read, understood and agreed to all terms and conditions on the reverse side of this form.

I accept full financial responsibility for the equipment listed on the form and promise to return it clean and undamaged by the agreed time and date. If I fail to do so, I agree to pay for its repair, cleaning or replacement at the full retail rate, as determined by the shop, as well as for the rental value of any additional days.

**WARNING, LIABILITY RELEASE, IDEMNITY AGREEMENT AND ASSUMPTION OF RISK AGREEMENT
PLEASE READ CAREFULLY**

I UNDERSTAND AND AGREE THAT SKIING, SNOWBOARDING, SKIBOARDING AND RELATED ACTIVITIES ARE HAZARDOUS AND THAT INJURIES ARE COMMON AND ORDINARY OCCURRENCES DURING THESE ACTIVITIES. I AGREE TO ASSUME ALL RISKS OF INJURY OR DEATH WHICH MAY RESULT FROM THESE ACTIVITIES.

TO THE FULLEST EXTENT ALLOWED BY LAW, I HEREBY RELEASE JACK FROST MOUNTAIN SKI AREA, BIG BOULDER SKI AREA, BIG BOULDER PARK, JFBB SKI AREAS, INC., PEAK RESORTS, INC., ALL MANUFACTURERS AND DISTRIBUTORS OF THIS EQUIPMENT, AND ALL OF THEIR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OWNERS AND AFFILIATED COMPANIES ("RELEASED PARTIES"), FROM ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY FOR ANY INJURIES, DAMAGES OR DEATH TO ANY USER OF ANY EQUIPMENT LISTED ON THIS FORM, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF THE RELEASED PARTIES . I FURTHER AGREE THAT I WILL NEVER SUE THE RELEASED PARTIES, AND THAT I WILL DEFEND AND INDEMNIFY THE RELEASED PARTIES IF ANY CLAIM OR ACTION IS PURSUED FOR ANY INJURIES, DAMAGES OR DEATH RELATING TO SKIING, SNOWBOARDING, SKIBOARDING OR ANY RELATED ACTIVITIES INVOLVING THE USE OF THIS EQUIPMENT. EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF THE RELEASED PARTIES.

Notwithstanding the foregoing, if I sue THE RELEASED PARTIES, I agree that I will only sue them, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Carbon County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between THE RELEASED PARTIES and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect. (Please Initial _____)

If a HELMET is being furnished, I understand that no headgear can protect against all foreseeable impacts, that skiing and snowboarding can expose the user to forces which exceed the limits of protection offered by this helmet, that helmets do not guard against injury to the neck, spine, face or any other part of the body, and that these features are inherent risks of using this equipment. Helmets must be properly fitted to each user, and I agree that this helmet has been properly fitted by the provider. I warrant that the helmet is comfortably snug and that when I fasten the chin strap and shake my head there is no significant movement of the helmet, I agree if the helmet is damaged or involved in any kind of accident, I will stop using it immediately, return it to the shop and report the accident or damage. (Please Initial _____)

I accept this equipment "AS IS" and with NO WARRANTIES, express or implied, beyond those stated herein and in the manufacturers or distributors written limited warranty.

This document constitutes the FINAL AND ENTIRE AGREEMENT regarding this transaction and this equipment, it is binding upon the heirs, successors and assigns of all parties, and it supersedes any and all other documents or oral statements. If any part is found to be invalid or unenforceable, the remainder shall be given full force and effect.

THIS IS A CONTRACT which provides a COMPREHENSIVE RELEASE OF LIABILITY, but it is not intended to assert any claims or defenses that are prohibited by law. The specific legal rights of the parties may vary in different states and provinces.

Signature of User: _____ Date: _____

Parent/Guardian's Signature if user is a minor _____ Date: _____