



EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT

Please read carefully before signing. This is a legal document and a release of legal rights.

1. I accept for use **as is** the equipment listed on the rental form, and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at full value of any equipment rented under the rental form, but not returned to the shop. I agree to return all rental equipment by the agreed date.
2. 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 cross-country skiing use, 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.
3. I have accurately represented the information I list on the rental form and it is true and correct. I will not use any of the equipment to be provided to me during this transaction until I have received instruction on its use and function. I agree to verify that the visual indicator settings to be recorded on the rental form for downhill ski equipment, and skiboards equipped with release bindings, agree with the number appearing in the visual indicator windows of the equipment to be listed on the rental form.
4. I understand that the sports of skiing, snowboarding, ski blading and all other recreational activities and rides at Jiminy Peak Mountain Resort, LLC ("**Resort**"), including the Mountain Coaster, (all defined as the "**Activities**") involve inherent and other risks of **injury** and **death**. I voluntarily agree to **expressly assume** all dangers and risks, inherent or otherwise, of injury, death and property damage arising from the Activities, or which relate in any way to the use of this equipment or my participation in the Activities at the Resort as provided by state statute (MGL Ch. 143 § 710) and those dangers and risks not outlined in the state statute.
5. I agree to **release** and forever discharge the Resort, its employees, owners, affiliates, landlords, agents, and their respective officers and directors and the manufacturers and distributors of this equipment (collectively called "**Resort Parties**") from all liability for injury, death, property loss and damage that results from my participation in the Activities, the use of the equipment, my presence on the Resort, or is related to any other activity at the Resort, including all liability that results from the **negligence** of the Resort Parties, or any other person or cause; and all claims that I may now have against the Resort Parties, or claims of which I am not aware or are not mentioned in this release. This release also applies to claims resulting from anything which has happened up to now.
6. I further agree to **indemnify** the Resort Parties from any and all losses, liabilities and attorney's fees resulting from any claims or suits for personal injury, death and/or property damage that arise out of my participation in the Activities, use of the equipment, or any other activities on the Resort, regardless of how or by whom or by what the personal injury, death and/or property damage was caused, or any subrogation or derivative claims brought by any third party or insurer for injury or damage I may cause.
7. I consent to the Resort's use of any pictures (video and print) for commercial purposes or otherwise, of me in connection with the Activities at the Resort, without restriction as to frequency, duration or medium.
8. This agreement is governed by the laws of the Commonwealth of Massachusetts; and will be interpreted to provide as broad and inclusive a release of liability as is legally permissible, but it is not intended to assert any claims or defenses that 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. Exclusive jurisdiction and venue for any legal action against the Resort Parties is in the state courts of Berkshire County, Massachusetts or the federal courts of the Western District of Massachusetts and those courts have personal jurisdiction.

I, the undersigned, have read and understand this agreement.

_____ Date: _____

PARENT/GUARDIAN: If equipment user is a minor, I verify that I am the parent/guardian of the minor, and I have authority to enter into this agreement on behalf of the equipment user and I agree to be bound by the terms and conditions of this agreement. If I am not the parent or legal guardian of the minor, or I did not have the legal capacity or authority to execute this agreement on behalf of the minor, then I agree to **indemnify** the Resort Parties if any claim is instituted against them as a result of any injury or death arising out of, relating to, or in any way connected with the minor's participation or presence.

_____ Date: _____