



# Registration form for Skiing & Snowboarding at Mount Peter 2018 Sacred Heart

Please use a separate registration form for each child. Please print clearly.

Name	Email Address
Mailing Address	Date Of Birth / Age
City	Home Phone Number
State	Cell Phone Number
Zip	
Parent/Guardian Name (if child)	
For Those Renting Equipment: Height: _____	Weight: _____ Shoe Size: _____

### PROGRAM SPECIFICS:

- **Tuesday's for 7 Consecutive Trips - Starting January 2, 2018.** This is a 6 + 1 program. You pay for 6 weeks and get the 7th as a bonus week. The bonus week includes Lift Tickets, Rentals & Lessons. The 7th week is considered a "make-up" week for those that missed and a bonus to the rest.
- Program is for ages 5 and up for Skiing & ages 6 and up for Snowboarding. Ages are as of 12/1/17; children must at least be in Kindergarten.
- Lift Tickets and Rentals are valid from 3:00pm to Closing on the 7 Tuesday's of the program.
- Lessons are 1 hour and all levels of ability are available. Lessons begin promptly at lesson start time. Missed class time is not made up or extended. Times may not be changed.
- **Lesson participant may ride lift alone during their lesson. A reasonable effort is made to prevent participant from riding chairlift alone but it is not guaranteed during the lesson.**
- In the event Mount Peter postpones the program, you will be contacted by your group leader; it will resume the following week & a week will be added on. The program is held during snow, cold, rain, or shine but on occasion cancellations do occur. If you miss a trip there are no make ups.
- Helmets are recommended for all Mountain School Programs. All rentals are on a first come first serve basis.
- **Every participant is required to have either a Season Pass or Lift Ticket purchased thru this program to use the mountain.**
- All rental forms must have a credit card number for a security deposit. If rental is lost, stolen or broken there is up to a \$400.00 replacement fee that you will be charged depending on nature of incident.
- **Mount Peter does not take responsibility for any person (s). This includes, but is not limited to, using the chairlift and mountain safely. Please make sure participant is aware of all chairlift and mountain safety rules and guidelines which may be viewed on our website. Parents are encouraged to participate in the parent meeting the first day of the program.**
- Registration form and payment are due by November 15, 2017. Late registration increases the cost 20%.
- There are no refunds on the program.
- Lessons are at 5:00pm or 6:00 pm AND will be announced once all registrations are confirmed.
- **There is a parent meeting the first day the program begins in Bears' Den at 5:15pm and 6:15pm. ALL parents are strongly encouraged to attend one of the meetings, even if your child is not taking a lesson!**

I have read and agree to above conditions. Parent/Guardian/Participant Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

### PROGRAM RATES. Please fill in the appropriate sections for your child.

<b>Lift Tickets:</b>	<b>\$105.00</b>	\$ _____	(Unless you are a Season Pass Holder you must have a lift ticket.)
<b>Ski Rental:</b>	<b>\$108.13</b>	\$ _____	(Skis, Boots, and Poles) Price includes NYS/Or. Co. Sales Tax
<b>Snowboard Rental:</b>	<b>\$108.13</b>	\$ _____	(Snowboard and Boots) Price includes NYS/Or. Co. Sales Tax
<b>Helmet Rental:</b>	<b>\$ 75.69</b>	\$ _____	(Helmet) Price includes NYS/Or. Co. Sales Tax
<b>Lessons:</b>	<b>\$110.00</b>	\$ _____	<b>Please Circle: Skiing or Beginner</b> (First time/has not used lift) <b>Snowboarding Advanced</b> (All other levels)
		\$ _____	<b>This is your total amount due.</b>

Check #: \_\_\_\_\_ Please make check payable to: Mount Peter Ski Area.

I would like to use my Credit Card: Please Circle One: VISA - MC - AMERICAN EXPRESS - DISCOVER

Credit Card Number	CVC #	Expiration Date
Name on Credit Card	Date	Cardholder Signature

**For registration to be processed please make sure you sign all forms in appropriate places.**

**TO BE A SAFE SKIER NYS LAW REQUIRES YOU TO KNOW AND OBSERVE THE FOLLOWING DUTIES OF SKIERS:**

1. Not to ski in any area not designated for skiing
2. Not to ski beyond their limits or ability to overcome variations in slope, trail configuration and surface or subsurface conditions which may be caused or altered by weather, slope or trail maintenance work by the ski area operator, or skier use
3. To abide by the directions of the ski area operator
4. To remain in constant control of speed and course at all times while skiing so as to avoid contact with plainly visible or clearly marked obstacles and with other skiers and passengers on surface operating tramways
5. To familiarize themselves with posted information before skiing any slope or trail, including all information posted pursuant to subdivision five of section 18-103 of this article
6. Not to cross the uphill track of any surface lift, except at points clearly designated by the ski area operator
7. Not to ski on a slope or trail or portion thereof that has been designated as "closed" by the ski area operator
8. Not to leave the scene of any accident resulting in personal injury to another party until such times as the ski area operator arrives, except for the purpose of summoning aid
9. Not to overtake another skier in such a manner as to cause contact with the skier being overtaken and to yield the right of way to the skier being overtaken
10. Not to willfully stop on any slope or trail where such stopping is likely to cause a collision with other skiers or vehicles
11. To yield to other skiers when entering a trail or starting downhill
12. To wear retention straps or other devices to prevent runaway skis
13. To report any personal injury to the ski area operator before leaving the ski area
14. Not to willfully remove, deface, alter or otherwise damage signage, warning devices or implements, or other safety devices placed and maintained by the ski area operator pursuant to the requirements of section 18-103 of this article

**TO BE A SAFE LIFT PASSENGER NYS LAW REQUIRES YOU TO KNOW AND OBSERVE THE FOLLOWING DUTIES OF PASSENGERS:**

1. To familiarize themselves with the safe use of any tramway prior to its use
2. To remain in the tramway if the operation of a passenger tramway, as defined pursuant to section two hundred two-c of the labor law, is interrupted for any reason, until instructions or aid are provided by the ski area operator
3. To board or disembark from passenger tramways only at points or areas designated by the ski area operator;
4. Not to eject any objects or material from a passenger tramway
5. To use restraint devices in accordance with posted instructions
6. To wear retention straps or other devices to prevent runaway skis
7. Not to interfere with the operation of a passenger tramway
8. Not to place or caused to be placed on the uphill track of a surface lift any object which may interfere with its normal operation
9. Not to wear loose scarves, clothing, or accessories or expose long hair which may become entangle with any part of the device.

**Your Responsibility Code**

1. Always stay in control, and be able to stop or avoid other people or objects.
2. People ahead of you have the right of way. It is your responsibility to avoid them.
3. You must not stop where you obstruct a trail, or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to help prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
7. Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.



**KNOW THE CODE: IT'S YOUR RESPONSIBILITY. THIS IS A PARTIAL LIST. BE SAFETY CONSCIOUS.**

**ABC's of Riding the Chairlift:**

- A – Attention! Ask the Attendant if you are unsure or if you need help with the lift.
- B – Bottom to Bottom, Back to Back! Keep your bottom on the seat and your back against the back of the chair.
- C – Careful! Don't fool around on the lift. Lower the restraint bar and face forward for the whole ride.



**NYS SAFETY IN SKIING CODE— ARTICLE 18**

**NOTICE:** This form must be signed before your pass is processed. If you do not fully accept the conditions below you may not participate in the sport of skiing at Mount Peter. **NOTICE: Skiers and Ski Lift Passengers...** are governed by the New York State Safety in Skiing Code. (Article 18, of the NYS General Obligations Law).

**WARNING TO SKIERS:** Downhill skiing, like many other sports, contains inherent risks including, but not limited to the risk of personal injury, including catastrophic injury, or death, or property damage, which may be caused by variation in terrain or weather conditions; or surface or subsurface snow, ice, bare spots or branches, trees, roots, stumps; or other natural objects or man made objects that are incidental to the provision or maintenance of a ski facility in New York State. New York law imposes a duty on you to become apprised of and understand the risk inherent in the sport of skiing, which are set forth above, so that you make an informed decision on whether to participate in skiing notwithstanding the risks. New York also imposes additional duties upon you, to which you must adhere, for the purpose of avoiding injury caused by any of the risk inherent in skiing. If you are not willing to assume all of these risks and abide by these duties, you must not participate in skiing at this area.

**I have read and understand the 'WARNING TO SKIERS' and agree to abide by article 18 of the NYS General Obligation Law. I have also read and understand the NYS Safe Skier Law Duties of Skiers and Lift Passengers, NSAA Responsibility Code and ABC's of Riding the Chairlift.**

X \_\_\_\_\_  
Printed Name of Participant

Date: \_\_\_\_\_

X: \_\_\_\_\_  
Printed name and Signature of Participant or Parent/Legal Guardian if under 18

Date: \_\_\_\_\_

The signature of one parent/guardian binds both parents/guardians.

**ASSUMPTION OF RISK/LIABILITY RELEASE AGREEMENT**  
**PLEASE READ CAREFULLY/THIS MAY AFFECT YOUR LEGAL RIGHTS**

In consideration of being permitted to use the facilities operated by Yung-Sam Ski Ltd. / T.A. Mount Peter Ski Area in connection with the Mount Peter Alpine Race Center Programs / Mount Peter Mountain School Programs which may include but are not limited to: Adult Race Programs, Junior Race Programs, Development Programs, High School Racing, and After School & Weekend Programs I expressly acknowledge and agree as follows:

1. I have read, reviewed and understand the "Warning to Skiers", "Duties of Passengers" and "Duties of Skiers With Respect to inherent risks" under the New York State Safety in Skiing Code (Article 18 of the New York General Obligations Law), copies of which are available in Customer Service or the Ticket Office, and agree to observe them.
2. I am physically fit and capable of meeting my responsibilities as a skier/snowboarder. I agree not to utilize the facilities of Mount Peter Ski Area while under the influence of drugs and/or alcohol.
3. I agree to seek out, read, review and abide by any and all notices which may be posted by Mount Peter Ski Area which may pertain to my responsibilities as a skier and to abide by any directions of the Ski Patrol, Ski School or Management.
4. I recognize and explicitly acknowledge that skiing/snowboarding is a hazardous sport. I agree that these hazards include but are not limited to changing weather conditions; surface and/or subsurface snow conditions as they may from time to time exist and may change or be affected by weather, skier, or other participant usage (whether such conditions are surface or subsurface or consist of ice, hard pack, powder, packed powder, wind pack, corn, crust, slush, cut up snow, and/or machine made or machine enhanced snow); other risks and/or conditions including bare spots, forest growth and debris, stumps and trees, stream beds, water and/or waterbars, and other such conditions, whether or not they are visible, and/ or collisions with such objects; collisions with lift towers, signs, posts, fences or other enclosures, water and/ or air pipes or other manmade structures and/or their components such as hydrants used in snowmaking or for other necessary purposes, whether or not these structures are marked, padded or shielded; collisions with well marked or plainly visible snowmobiles, snow grooming, or other over-snow vehicles or equipment; collisions with other skiers, riders or others; variations in steepness of terrain including but not limited to roads, terrain modifications, features or variations which occur naturally or as the result of slope design, feature design, weather events and/or changes, snowmaking and/or snow grooming operations, or participant usage. I have explained the risks inherent in each activity to my child in an age appropriate manner and he/she has acknowledged that he/she understands and accepts those risks. **PARENT INITIAL** \_\_\_\_\_
5. I have obtained such education in the sport of skiing/snowboarding as is appropriate to my level of ability and have familiarized myself with the skills and duties necessary to reduce the risk of injury in skiing/snowboarding.
6. I hereby agree not to sue Yung-Sam Ski Ltd. / T.A. Mount Peter Ski Area and any individuals, corporations or entities which did or do own, operate, maintain, construct, design or control any real or personal property, machinery, equipment or fixture which did or does constitute a portion of or which is or ever was used in connection with the ski resort known as Mount Peter Ski Area and all sponsors of the Mount Peter Alpine Race Center / Mountain School Programs; as well as any such entity's officers, directors, agents, employees, volunteers, or consultants (hereinafter individually and collectively in all combinations "Releases" or "Indemnified Parties") for any personal injury, death or property damage that may occur as a result of my participation in ANY of the Season Programs and/or my use of the facilities of Mount Peter Ski Area.
7. Therefore, by participating in any Mount Peter Alpine Race Center Program / Mount Peter Mountain School Programs, and by executing this agreement, it is my express intention to waive any and all claims which I have, or might have, or which my spouse may have acting on my behalf or which he or she may have in his or her own right, to bring any form of civil suit, whether for compensatory and/or punitive damages arising out of the event, and any incidents related thereto which may cause me injury, whether permanent, temporary or terminal.
8. I further agree for myself, my successors, heirs, assigns, executors and administrators to indemnify and hold the Indemnified Parties harmless from all claims and suits for personal injuries, death or property damage arising out of my participation in any Mount Peter Alpine Race Center Programs / Mount Peter Mountain School Programs and/or my use of the facilities at Mount Peter Ski Area. Thus, I will pay to each Indemnified Party against whom such a claim is asserted all accosts and legal fees expended to defend such claims as well as any sum of money paid to claimant by the Indemnified Parties as a result of judgment or settlement. I recognize and understand this indemnification provision is distinct from and independent of the release provisions. Accordingly, this indemnification provision will apply whether or not for any reason the release provisions are held invalid or inapplicable in whole or in part to any claim asserted.
9. I further agree that any photographs, pictures, slides, videotapes, movies or documents or any reproduction of the same containing my name or likeness taken or made in connection with any Mount Peter Alpine Race Center Programs / Mount Peter Mountain School Programs, including website postings; may in any manner be used by Releases, or by any person, corporation, partnership, or association authorized by Releases.
10. Because it is my intention to waive and relinquish any claims which I might otherwise have against Releases in the event I should sustain an injury, whether minor or most severe, disabling and/or terminal, I have given careful consideration to the adequacy of my medical insurance, disability insurance, life insurance and my personal financial resources, any or all of which would be available to provide for medical expenses, disability, and short-term financial security for myself and/or any other persons who may be dependent upon me for support. **By signing below and participating any Mount Peter Alpine Race Center Program / Mount Peter Mountain School Program I am signifying that I am properly insured and/or financially equipped to provide for any contingency which may arise as a result of my participation in any Mount Peter Alpine Race Center Program / Mount Peter Mountain School Program.**
11. If any part of this agreement is deemed void or unenforceable, the remainder shall be given full force and effect.
12. This agreement shall be governed by the laws of the State of New York, and the exclusive jurisdiction for any claim shall be the New York State Supreme Court, County of Orange, or the United States District Court for the Southern District of New York.
13. **I HAVE READ AND UNDERSTAND THE FOREGOING LIABILITY RELEASE AGREEMENT. I FURTHER UNDERSTAND THAT THIS RELEASE IS BINDING NOT ONLY UPON MYSELF BUT UPON MY HEIRS, ADMINISTRATORS, AND EXECUTORS FOR ANY CLAIM THEY MAY HAVE. I EXECUTE THIS AGREEMENT UNDERSTANDING THE CONDITION, TERMS AND THE TOTALITY OF ITS EFFECT AND SIGN IT VOLUNTARILY.**

X: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name of Participant

X: \_\_\_\_\_

Date: \_\_\_\_\_

Printed name and Signature of Participant or Parent/Legal Guardian if under 18

A separate form is required for each participant and signed by one parent/legal guardian. The signature of one parent/guardian binds both parents/guardians.

# MOUNT PETER MOUNTAIN SCHOOL - 2018

**Group Name:** \_\_\_\_\_ **Day:** \_\_\_\_\_

Child's Name	Date of Birth	Age	Skier or Snowboarder	Rentals Yes/No	Program/School/Group Name:	Day/Time:	# Lessons:

**Is there anything special we should know about your child while in a lesson? (medication, learning difficulties, etc.?)**

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Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Other Phone(s) \_\_\_\_\_

Parent/ Guardian (s) \_\_\_\_\_

Children may be required to ride chairlifts alone, with other children in the class, ski patrol/hosts, or other persons in the lift line, while loading assistance may be given by chairlift attendants. Riding a chairlift can be a hazardous activity for your child. By allowing the registrant to ride a chair lift, you acknowledge the dangers involved and accept any and all risks of injury to the registrant. Other risks include, but are not limited to, variations in terrain or weather conditions, surface or subsurface snow, ice, bare spots or areas of thin cover, moguls, ruts, bumps: other natural objects that are incidental to the provision or maintenance of a ski facility in New York State: collisions with skiers/riders and/or equipment: boarding, riding and disembarking from moving chairlifts, rope tows or boardwalks. With full knowledge of the dangers involved, I voluntarily request that the registrant(s) participate in the program. I have read this agreement to the registrant and he/she has acknowledged that he/she understands its contents, and is willing to participate in the program despite the risks. On behalf of the registrant and myself, I expressly assume all risks inherent in the sport of skiing and riding and any and all damage, injury, illness, or harm which may result directly or indirectly from said risks.

\_\_\_\_\_ **(Initial here)**

1. The Registrant(s) above-named is/are enrolled in a Mountain School Ski and/or Snowboard Program at Mount Peter (hereinafter referred to as Owner), subject to the rules and regulations of the Owner and its agents and the registrant(s) and the registrant's parent(s)/guardian(s) agree to accept such rules and regulations.
2. The Registrant's parent(s)/guardian(s) acknowledge that skiing, snowboarding and other snow sports are HAZARDOUS activities and that he/she has made a voluntary choice to allow the registrant(s) to participate in those activities despite the risks that they present. In consideration of his/her being permitted to participate in the event named above, the registrant's parent(s)/guardian(s) agree, on behalf of the registrant(s), to ASSUME ANY AND ALL RISKS OF INJURY OR DEATH which might be associated with or result from the registrant(s) participating in skiing, snowboarding or other snow sports.
3. The Registrant's parent(s)/guardian(s) have carefully read and understand this agreement and all of its terms. The Registrant's parent(s)/guardian(s) understand that this acknowledgement and assumption may affect legal claims for damages in the event of the death of or any injury to the registrant(s). The registrant's parent(s)/guardian(s) nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon them, the registrant, and their heirs, assigns and legal representatives.
4. The Registrant's parent(s)/guardian(s) agree that the terms of this agreement will be binding upon him or her and shall be governed by the Laws of New York State, the exclusive jurisdiction for any claim shall be the Supreme Court of the State of New York, Orange County, New York or the United States District Court for the Southern District of New York and that the terms of this document shall be admissible in evidence as a binding legal document between Registrant(s) and Owner.
5. As the parent/legal guardian of the registrant(s), I acknowledge that I have read and understand the information listed in the information for any of the Mountain School Ski and Snowboard Programs at Mount Peter, also understand and am aware that there are inherent and other risks involved in participating in ski and snowboard lessons, skiing/riding, and use of lifts, which could cause death or acute injury to the registrant(s). This includes use of chairlifts and or tows or boardwalks with or without an instructor.
6. As the parent(s)/legal guardian(s) of the registrant(s), I acknowledge that Mount Peter, nor its staff, are responsible for Registrant once lesson is complete.
7. In consideration of being permitted to use the facilities at Mount Peter, Warwick, New York, I expressly grant permission to Mount Peter to utilize any photograph, videotape, motion picture, recording or other record of my use of its facilities for any legitimate purpose.

\_\_\_\_\_  
**Parent /Guardian Print Name**

\_\_\_\_\_  
**Parent/Guardian Signature**

\_\_\_\_\_  
**Date**

# MT. PETER SKI AREA – EQUIPMENT RENTAL AGREEMENT

Please Print Clearly in the Shaded Grey Area

User's Name: \_\_\_\_\_ Age: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**\*\*Anyone renting equipment with the above listed program must leave a Credit Card with Expiration Date and CVC code to be used for security deposit.**

Security Deposit (circle one): MC V AE DC Name on Credit Card: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVC: \_\_\_\_\_

Ski or Snowboard Pkg:	Weight (Lbs.):	Height (Ft. In.)	Shoe Size:	Age	Sex (M or F)	Skier Type (Circle One):			Snowboard Stance: choose one if snowboarding	
						I	II	III	Regular	Goofy

**Shop Use Only:**

Boot #:	Length/MM:	Ski/SB ID:	Skier Code:	Initial IND:	Poles:	Poles Returned:

Toe L:	Heel L:	Initials Set By:	Date:	Boot Returned:	Ski/SB Returned:
Toe R:	Heel R:				

**WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT, ADDITIONAL AGREEMENT and AGREEMENT NOT TO SUE. PLEASE READ CAREFULLY BEFORE SIGNING**

- I understand that skiing, snowboarding and related activities are **HAZARDOUS** and that injuries from various causes are an **INHERENT RISK** of participating in these activities and that injuries to any or all parts of the user's body are a **COMMON AND ORDINARY OCCURRENCE** during these activities. **I AGREE TO ASSUME ALL RISKS** of death or of injury to any part of the user's body while using this equipment, including the risks described in the "Warning to Skiers" posted throughout the ski area.
- For **Alpine Ski Equipment**, I understand that the ski-boot-binding system is designed to release the boot from the ski when certain forces on the system reach a preset value, but that the binding **WILL NOT RELEASE OR RETAIN** at all times where release or retention may prevent injury, and that it **CANNOT** prevent all injuries to any part of the user's body. I understand and agree that lower settings on my bindings will increase the risk or injury due to inadvertent release, that higher settings on my bindings will increase retention but also increase the risk of injury due to non-release, and that injuries due to unwanted release or retention are inherent risks of skiing.
- For **Snowboard Equipment**, I understand that these systems function differently from Alpine ski bindings in that snowboard bindings **WILL NOT RELEASE** in falls or accidents. I understand and agree that these systems **DO NOT PROTECT** against any type of injury and that any injuries resulting from these circumstances are inherent risks of the sport.
- I understand and agree that certain risks of skiing and snowboarding may be reduced, but not entirely eliminated, by taking lessons, by following "**YOUR RESPONSIBILITY CODE**" which is posted and by using care and common sense. I further understand that a leash or other runaway prevention systems must be used with skis and snowboards at all times, including while riding lifts and while carrying snowboards on or near a slope, in order to reduce the risk of injury to others.
- The cost of replacing damaged, lost, misplaced or stolen ski or snowboard equipment may be up to \$400.00 and your credit card will be charged.
- To the fullest extent allowed by law, I hereby agree to forever **RELEASE FROM LIABILITY AND HOLD HARMLESS** Mt. Peter Ski Area, Rossignol Ski Company, Inc., and all other manufacturers and distributors of this equipment provided to me under this agreement, as well as their owners, agents, employees and affiliated companies, from **ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY** for any injuries, damages or death to any user of the equipment listed on this form, whether resulting from **NEGLIGENCE** or any other cause. **I FURTHER AGREE NOT TO MAKE A CLAIM OR SUE FOR INJURIES OR DAMAGES RELATION TO THE USE OF THIS EQUIPMENT**, whether such a claim is based on **NEGLIGENCE**, breach of warranty, product defect or any other theory. I accept this equipment **AS IS** with no warranties, express or implied, except the manufacturer's written limited warranty if any.

7. This document is a **LEGALLY BINDING CONTRACT** which supersedes any other agreements or representation by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but is not intended to assert any claims or defenses which are prohibited by law. If any part of this agreement is deemed void or unenforceable, the remainder shall be given full force and effect. The specific rights of the parties under this contract may vary from state to state.

8. The Undersigned further agree and understand: (a) Renter will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of New York, and the exclusive jurisdiction for any claim shall be the **Supreme Court of the State of New York, Orange County, New York or the United States District Court for the Southern District of New York**; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) the Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Undersigned that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

**I HAVE CAREFULLY READ, UNDERSTOOD AND AGREED TO THE TERMS OF THIS WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT NOT TO SUE. I AM AWARE THAT THIS IS A LEGALLY BINDING CONTRACT AND THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST .**

X \_\_\_\_\_

\_\_\_\_\_

**Printed Name and Signature of the Equipment Use**

**Date**

Parent/Guardian/Agent: I verify that I am the parent, guardian or agent of the Equipment User and that I have authority to enter into this agreement on behalf of the Equipment User and I agree to be bound by the terms of this Warning, Assumption of Risk, Liability Release, Indemnity and Hold Harmless Agreement and Agreement Not to Sue.

X \_\_\_\_\_

\_\_\_\_\_

**Printed Name and Signature of Parent/Legal Guardian/Agent**

**Date**

Parent/Guardian/Agent: I verify that I am the parent, guardian or agent of the Equipment User and that I have authority to enter into this agreement on behalf of the Equipment User and I agree to be bound by the terms of this Warning, Assumption of Risk, Liability Release, Indemnity and Hold Harmless Agreement and Agreement Not to Sue.

**ADDITIONAL AGREEMENT**

1. I have received the equipment listed on this agreement and have been instructed on its use. I verify that the personal information (height, weight, age, skier classification) on this form is correct. I agree to check this equipment before each use (including the binding anti-friction device—Alpine only); If at any time I feel the equipment is not functioning properly, I will stop using it and return it for Inspection, repair or adjustments.
2. For Alpine System: I have confirmed that the visual release indicators on the alpine ski bindings are the same as those designated on this form. I understand that alpine ski/boot/binding systems **CANNOT RELEASE OR RETAIN** in all situations where release or retention may prevent injury and that they **THEREFORE CANNOT GUARANTEE MY SAFETY**.
3. I understand that proper bindings settings or stance depend upon the accuracy of my statements about weight, height, age, skier type and stance on this form. I have confirmed that the binding release/retention settings or stance on this equipment correspond to those stated on this form.
4. If this equipment is to be used by someone other than me, I certify that I am acting as agent for the user and that I will provide this form and all pertinent warnings and information to the user.
5. I accept full financial responsibility for the equipment listed on this form. I promise to return it clean and undamaged by the agreed time and date, and if I fail to do so, I will pay for its repair, cleaning or replacement at the full retail rate, as determined by the shop as well as for the full rental value of any additional days.

X \_\_\_\_\_

\_\_\_\_\_

**Printed Name and Signature of the Equipment Use**

**Date**

Parent/Guardian/Agent: I verify that I am the parent, guardian or agent of the Equipment User and that I have authority to enter into this agreement on behalf of the Equipment User and I agree to be bound by the terms of this Warning, Assumption of Risk, Liability Release, Indemnity and Hold Harmless Agreement and Agreement Not to Sue.

X \_\_\_\_\_

\_\_\_\_\_

**Printed Name and Signature of Parent/Legal Guardian/Agent**

**Date**

Parent/Guardian/Agent: I verify that I am the parent, guardian or agent of the Equipment User and that I have authority to enter into this agreement on behalf of the Equipment User and I agree to be bound by the terms of this Warning, Assumption of Risk, Liability Release, Indemnity and Hold Harmless Agreement and Agreement Not to Sue.

# MT. PETER SKI AREA – HELMET RENTAL AGREEMENT

Please Print Clearly in the Shaded Grey Area

User's Name: \_\_\_\_\_ Age: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**\*\*Anyone renting a helmet with the above listed program must leave a Credit Card with Expiration Date and CVC code to be used for security deposit.**

Security Deposit (circle one): MC V AE DC Name on Credit Card: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVC: \_\_\_\_\_

Shop Use Only:

Helmet #:	Size:	Tech:	Date:	Returned:
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**HELMET RENTAL WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT**  
**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.**

1. **Definitions.** The person using the helmet rented from Mt. Peter Ski Area shall be referred to as "Renter". The "Undersigned" means only the Renter when the Renter is age 18 or older OR it means both the Renter and the Renter's parent or legal guardian when the Renter is under the age of 18. "Released Parties" mean Mt. Peter Ski Area or any of its respective successors in interest, affiliated organizations and companies, equipment manufacturers, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means skiing, snowboarding, using the ski area facilities, including the lifts, for any purpose, and using the helmet.

2. **Use of Helmet.** The Undersigned agree to accept for use the helmet "AS IS" and with no warranties, express or implied. The Undersigned agree that they have had the full and fair opportunity to completely inspect the helmet. The Undersigned agree that the person listed on this form will be the only person using the helmet. If the Undersigned feel the helmet is not in proper working order and/or or is not functioning properly, Renter will stop using it immediately and return it for inspection, possible repair, adjustment and/or replacement. The Undersigned accept full responsibility for the care of the helmet during the rental period and will be responsible for the return, replacement and/or repair at full retail value as determined by the shop of any helmet not returned or returned in a damaged condition. In addition, if the helmet is not returned at the agreed upon date and time, the Undersigned shall be also held responsible for late fees. The Undersigned agree that Mt. Peter Ski Area is authorized and shall have the right to charge the Undersigned's credit card for repair and/or replacement cost and for late fees at the full rental value of any additional time and/or days.

3. **Risks of Activity.** The Undersigned agree and understand that taking part in the Activity can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH**. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to: falling; slick or uneven surfaces; surface and subsurface snow conditions; bumps; moguls; ice; variations in terrain; rugged mountainous terrain; downed timber; stumps; forest growth; rocks; debris; marked and unmarked obstacles; man-made objects; lift towers; terrain park elements and features; visibility; collisions; encounters with snowmobiles and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; avalanches; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; mental distress from exposure to any of the above; and negligence of others **THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.**

Further, The Undersigned further understand and agree that a helmet **IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable impacts to the head, and that skiing and snowboarding and other related activities can expose the user to forces that exceed the limits of protection provided by this helmet. The Undersigned also understand that the helmet does not guard against injury to the neck, spine or any other part of the body, and that these limitations are **INHERENT RISKS** of the ACTIVITY.

4. **Duties of Renter.** The Renter assumes the responsibility of maintaining control at all times while engaging in the Activity. Renter is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Renter acknowledges that he/she has the physical dexterity and knowledge to safely load, ride, and unload the lifts. Renter assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Renter may use the ski lifts without an adult present. Renter acknowledges that snowmobiles, snowmaking, snow-grooming equipment and/or other motor vehicles and equipment may be encountered at any time. Renter understands that entering or skiing in a "CLOSED" area is illegal.

5. **Release, Indemnification, and Assumption of Risk.** In consideration of the Renter being permitted to participate in the activity, the Undersigned agree as follows:

(a) Release. **THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES** with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Renter's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

(b) Indemnification. The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Renter's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Renter's participation in the Activity.

(c) Assumption of Risk. The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR RENTER TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.**

6. **Minor Acknowledgment.** In the case of a minor Renter, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Renter, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Renter, signing adults represent that they are a legal parent or guardian of the minor Renter.

7. **Medical Care.** Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for Renter or to transport Renter to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

8. **Miscellaneous.** The Undersigned further agree and understand: (a) Renter will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of New York, and the exclusive jurisdiction for any claim shall be the Supreme Court of the State of New York, Orange County, New York or the United States District Court for the Southern District of New York; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) the Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Undersigneds that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

**I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

X	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Printed Name of Renter	Signature of Renter	Date

X	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Printed Name of Parent/Legal Guardian	Signature of Parent/Legal Guardian	Date

Parent/Guardian/Agent: I verify that I am the parent, guardian or agent of the Equipment User and that I have authority to enter into this agreement on behalf of the Equipment User and I agree to be bound by the terms of this Warning, Assumption of Risk, Liability Release, Indemnity and Hold Harmless Agreement and Agreement Not to Sue.