2016/2017
Rental Agreement Form

MOHAWK MOUNTAIN

Attach completed forms to the Group Sign Up Sheet. **www.mohawkmtn.com · 860-672-6100**
A completed rental agreement is required to deliver equipment.

Renter First Name _____ Last Name _____

Address _____ _____

City_____ State_____Zip_____

Group Name _____ Birthdate (mm/dd/yyyy) _____

Select One: SKIER SNOWBOARDER Phone _____

GENDER: MALE FEMALE WEIGHT: _____ HEIGHT:_____ SHOE SIZE: __

SKIER : SKIER TYPE I II III SNOWBOARDER: RIGHT FOOT FORWARD LEFT FOOT FORWARD

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 ticket is correct. 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. I accept full financial responsibility for the care of the equipment. I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the shop. I agree to return all rental equipment by the agreed date or risk loss through my collateral. I understand and agree that skiing, snowboarding and other winter sports are HAZARDOUS activities, that INJURIES from various causes are INHERENT HAZARDS/RISKS of participating in these activities, and that injuries to any or all parts of my body are a COMMON AND ORDINARY OCCURRENCE during these activities. I freely accept and ASSUME ALL HAZARDS/RISKS OF INJURY OR DEATH caused by the inherent hazards/risks of skiing that may occur while using this equipment.

Renter, or Renter's parents if Renter is a minor, hereby grants to Mohawk Mountain Ski Area, Inc. ("Mohawk"), its representatives and employees the right to take photographs of Renter in connection with Renter's use of Mohawk's facilities, equipment and programs. Renter, or Renter's parents if Renter is a minor, hereby authorizes Mohawk to copyright, use, and publish the same in print and/or electronically. Renter, or Renter's parents if Renter is a minor, hereby agrees that Mohawk may use such photographs of Renter for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

ALPINE SYSTEMS: I have confirmed that the visual release indicators on the alpine bindings are the same as those designated on this ticket. I understand 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. SNOWBOARDS, SKI BOARDS AND X-C: I understand that the binding systems on snowboards, ski boards and cross-country skis are NOT INTENDED TO RELEASE in a fall or upon impact.

HELMETS: While I agree that this helmet is intended to reduce the risk of serious head injury, I acknowledge and agree that no helmet can eliminate or prevent this risk, nor can a helmet eliminate or prevent injury to the neck or spinal cord.

I hereby agree to the fullest extent permitted by law, as follows:

1) **TO WAIVE ALL CLAIMS** that I have or may have against Mohawk and all manufacturers and distributors of the equipment, caused by the use of this equipment and/or the inherent hazards/risks of the sport of skiing, as defined in Conn. Gen. Stat. § 29-211, et seq.;
2) **TO ASSUME ALL HAZARDS/RISKS INHERENT IN SKIING**;
3) **TO RELEASE** Mohawk and all manufacturers and distributors of the equipment, from all liability for any loss, damage, injury, or expense I (or my next of kin) may suffer, caused by the use of the equipment and/or the inherent hazards/risks of the sport of skiing;
4) **I FURTHER AGREE TO INDEMNIFY** and hold harmless Mohawk and the manufacturers and distributors of the equipment for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from my use of the equipment.

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Arbitration
I hereby agree to submit all claims against the manufacturers or distributors of the rental equipment rented and/or used by me at Mohawk to binding arbitration. I further agree to submit any other dispute with Mohawk, which arises from use of the equipment and/or skiing at Mohawk Mountain Ski Area, Inc. to binding arbitration. For any dispute submitted to binding arbitration pursuant to this agreement, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in West Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. With regard to disputes between me and Mohawk, if the dispute arises from a personal injury or death, the first phase of the arbitration shall be to determine whether said injury or death arose from a hazard/risk inherent in skiing. In the event that the Panel determines the alleged injury/death arose from a hazard/risk inherent in skiing, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from Mohawk. In the event that the Panel determines the alleged injury did not arise from a hazard/risk inherent in skiing, the Panel may, at its discretion, allow for additional discovery and evidence, and then it shall decide any remaining issues on the merits.

GENERAL TERMS
Daily rentals end at the close of business on the date that the equipment is rented. All equipment rented on a daily basis must be returned to Mohawk on the same date. Seasonal rental equipment must be returned to Mohawk by no later than May 1, 2017. For any equipment returned after May 1, 2017, a Late Fee of $10.00 per week, per piece of equipment, shall be assessed. Mohawk reserves all rights to commence legal action to recover any and all rental equipment that is not returned in a timely manner, or to recover damages for equipment returned in broken or damaged condition (not including normal wear and tear), including reasonable attorneys' fees incurred in any action to recover same.

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT which supersedes any other agreements or representations 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.

I have read, and understand, and agree to the terms of this Warning, Liability Release and Arbitration Agreement.

Skier's (Renter's) Signature_____ **Date**_____

Parent/Guardian* _____ **Date** _____

***(parent or guardian signature must accompany minor signature)**

For Office Use only

Date Received:

EZ Rent Group name:

Dates of visits:

Attach EZ Rent Receipt here: