EQUIPMENT RENTAL
PARENT/GUARDIAN RELEASE FORM

BEAR CREEK MOUNTAIN • RESORT

SKI ❑ **BOARD ❑** **Date renting:** _____ **Date returning:** _____ **# of days:** _____

Name: _____ _____ _____
last first mi

Address: _____ Apt: _____ Phone: (____)_____

City: _____ State: _____ Zip: _____ Email: _____

Group Name: _____ Group Leader: _____

Liability Release - Please Read Carefully and Sign

I acknowledge that I will be the only person using the equipment I receive during this rental period. I accept for use the equipment listed on this form and accept full responsibility for the care of this equipment. I have made no misrepresentation to this ski shop regarding this user's height, weight, age or skier/rider type. I will be responsible for the replacement at full retail value of any equipment listed in this form but not returned to Bear Creek. I acknowledge my obligation to return this equipment by the agreed date and time in the condition it was received and agree to pay for any repairs in the event the equipment is damaged beyond normal wear and tear.
All instructions on the use of the equipment have been made clear to me and I understand the function of my equipment.
Alpine Skis - I agree that the binding indicator release/retention settings appearing in the visual indicator windows on the bindings correspond to the settings recorded on this form. I understand that the ski equipment being furnished forms a part of or all of a ski/boot/binding system which will NOT RELEASE at all times or under all circumstances, and that it is not possible to predict every situation in which it will or will not release, and that its use cannot guarantee my safety. I further agree and understand that this ski/boot/binding system may reduce, but does not eliminate the risks of injuries to my lower legs. However, I agree and understand that this ski/boot/binding system does NOT REDUCE THE RISK OF INJURIES TO MY KNEES or any other parts of my body.
Snowboards Only - I am aware that the snowboard/boot/binding system IS NOT designed or intended to release. As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury while using this equipment.

I understand that the sports of skiing and snowboarding (collectively "Activities") involve inherent and other risks of INJURY and DEATH. I voluntarily agree to assume all risks of injury or death that may result from these Activities or which relate in any way to the use of this equipment.

I AGREE TO RELEASE Bear Creek and the Bear Creek Rental Shop, its employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of this equipment (collectively "providers"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the sport of skiing/snowboarding use, or is in any way related to use of this equipment, including all liability which results from the negligence of providers, or any other person or cause. I further agree to defend and indemnify providers for any loss or damage, including any that results from claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of this equipment.

I contractually agree that any and all disputes between myself and Bear Creek arising from my participation in skiing or snowboarding, use of the equipment listed on this release, including any claims for personal injury and/or death, will be governed by the laws of the state of Pennsylvania and exclusive jurisdiction thereof will be in the state court residing in Berks County where the alleged tort occurred or the federal courts of the State of Pennsylvania. In the event any section of this Release is found to be unenforceable, the remaining terms shall be fully enforceable. This Release shall be binding to the fullest extent permitted by law.

This Release shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors, personal representatives, and administrators and may be pled by Bear Creek as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the Participant. I have carefully read the foregoing liability release, understand its contents and sign it with full knowledge of its significance.

Signature: _____ Date: _____

Parent/Guardian(if under 18): _____ Date: _____

Please note: All ski and snowboard rentals require a **major credit card** as a deposit on the equipment. Minors who are unable to bring a credit card with them on the day of their visit may have this section filled out by a parent/guardian as an alternative.

Credit Card Number _____ Expiration Date _____
Name as it appears on Card _____
Billing Address _____

I understand that my credit card will be charged if any rental equipment is lost, stolen or returned damaged.
Signature of Cardholder _____ Date _____