



**HELMET RENTAL  
ASSUMPTION OF RISK AND AGREEMENT NOT TO SUE**

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING BEAR CREEK MOUNTAIN RESORT, R.E.D. HELMETS, GIRO HELMETS (BELL SPORTS), BOERI HELMETS, AND THEIR RESPECTIVE AGENTS, EMPLOYEES, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES") FROM ANY AND ALL LIABILITY REGARDLESS OF ANY NEGLIGENCE OR OTHER IMPROPER CONDUCT. THIS RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In consideration of the acceptance of helmet rental at Bear Creek Mountain Resort, I hereby freely agree to and make the following contractual representation and agreements.

Assumption of Risk/Warning: I acknowledge and agree that snowboarding, skiing, and other snow activities involve certain inherent risks, dangers and hazards that can result in serious personal injury or death. WHILE I ACKNOWLEDGE 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.

This helmet is intended for only the following activities: skiing and snowboarding. No helmet can protect the wearer from all foreseeable accidents. Depending on the type of impact, even a low speed accident can result in serious head injury or death. I hereby freely agree to assume and accept any and all known and unknown risks of injury while using this equipment. I further acknowledge and agree that the risk inherent in the sports of snowboarding, skiing and other snow activities can be greatly reduced by taking lessons, riding/skiing within my abilities and using common sense at all times.

*I contractually agree that any and all disputes between myself and Bear Creek arising from my use of this rental helmet, including claims for personal injury or death, will be governed by the laws of the State of Pennsylvania and exclusive jurisdiction thereof will be in the state court of common pleas 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 extension of the law.*

Release and Waiver of Claims Agreement: In consideration of the rental to me of the listed helmet, I hereby agree as follows:

1. TO ACCEPT FOR USE AS IS, the listed helmet
2. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against "Releasees";
3. TO RELEASE "RELEASEES" FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE THAT I MAY SUFFER, OR THAT MY NEXT OF KIN MAY SUFFER, AS A RESULT OF MY USE OF THE EQUIPMENT DESCRIBED IN THIS AGREEMENT, DUE TO ANY CAUSE WHATSOEVER, INCLUDING BREACH OF CONTRACT ON THE PART OF THE "RELEASEES" IN THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE OR ADJUSTMENT OF THE EQUIPMENT.

This Release shall be binding upon my assignees, subrogors, distributes, 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 assumption of risk and agreement not to sue, understand its contents and sign it with full knowledge of its significance.

Print Name: \_\_\_\_\_

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

Parent/Guardian Signature (if under 18) \_\_\_\_\_ Date: \_\_\_\_\_