

Shawnee Mountain Online Store Patron Responsibility

EQUIPMENT RENTAL CONTRACT, ACKNOWLEDGEMENT OF RISKS, RELEASE AND AGREEMENT NOT TO SUE – THIS IS A CONTRACT – READ IT!

I have accurately represented the information listed on the front of this form and it is true and correct. I realize the importance of instructions. Neither I nor the user identified on this form will use any of the equipment to be provided until I or the user has received instruction on its use and fully understand its use and function.

ACKNOWLEDGEMENT OF RISKS: I and/or the user agree and understand skiing, snowboarding, ski boarding and other sports (collectively "RECREATIONAL SNOW SPORTS"), including the use of lifts, are dangerous sports with inherent and other risks. These risks include, but are not limited to rocks, trees and other forms of forest growth or debris (above or below the surface), bare spots, lift towers, utility lines, poles and guy wires, snowmaking equipment and component parts, trail fences and control nets and the absence of such fences and nets, and other forms of natural or man-made obstacles on and/or off designated trails, as well as collisions with equipment, vehicles, including snowmobiles, obstacles or other participants, and constantly changing trail conditions due to changing weather conditions and skier use. These are some of the risks of recreational snow sports. All of the inherent and other risks of recreational snow sports present the risk of serious and/or fatal injury. Always stay in control.

I understand that a helmet designed for recreational snow sport use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

RELEASE AGREEMENT FOR SKI OR SNOWBOARD RENTERS

I agree on behalf of myself and/or on behalf of the user to accept for use AS IS all equipment to be provided and agree to accept full financial responsibility for the care of the equipment while it is in the user's possession. I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the rental facility. I agree that all rental equipment will be returned by the agreed date.

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, ski boarding and other sports utilizing equipment with non-release bindings, 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.

I AGREE TO RELEASE AND HOLD HARMLESS SKI SHAWNEE, INC. d/b/a SHAWNEE MOUNTAIN SKI AREA, THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS, INCLUDING THEIR SUCCESSORS IN INTEREST (HEREINAFTER REFERRED TO COLLECTIVELY AS THE "EQUIPMENT PROVIDERS"), FROM ALL LIABILITY FOR INJURY, DEATH, PROPERTY LOSS AND DAMAGE WHICH RESULTS FROM THE EQUIPMENT USER'S PARTICIPATION IN THE RECREATIONAL SNOW SPORTS FOR WHICH THE EQUIPMENT IS PROVIDED OR WHICH IS RELATED IN ANY WAY TO THE USE OF THIS EQUIPMENT, INCLUDING ALL LIABILITY EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY ON THE PART OF THE EQUIPMENT PROVIDERS.

RELEASE AND AGREEMENT NOT TO SUE:IN CONSIDERATION OF BEING ALLOWED TO USE SHAWNEE MOUNTAIN SKI AREA'S FACILITIES, I AGREE THAT I WILL NOT SUE SKI SHAWNEE, INC., d/b/a SHAWNEE MOUNTIN SKI AREA AND/OR ITS OWNERS, OFFICERS, DIRECTORS, AGENTS AND/OR EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS "SHAWNEE MOUNTAIN") AND WILL RELEASE SHAWNEE MOUNTAIN FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE SHAWNEE MOUNTAIN FACILITIES OR WHILE BEING PRESENT AT THE SHAWNEE MOUNTAIN FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY ON THE PART OF SHAWNEE MOUNTAIN.

INDEMNIFICATION AND HOLD HARMLESS: I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS THE EQUIPMENT PROVIDERS FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF, TO ANY MEMBER OF MY FAMILY OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY ON THE PART OF THE EQUIPMENT PROVIDERS.

This agreement is governed by the applicable laws of Pennsylvania. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect. I further agree that all disputes arising under this contract and/or my use of the facilities at Shawnee Mountain Ski Area shall be litigated in the Court of Common Pleas of Monroe County or the United States District Court for the Middle District of Pennsylvania. The purchaser or user of this ticket voluntarily assumes the risk of injury while participating in any Recreational Snow Sport.

_____ I AGREE TO THE ABOVE
Initial here

Participant Name: _____

Group Name: _____

Parent Name: _____

Signature: _____ Date: _____