RENTAL HELMET WARNING AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY GREEMENT

Please read carefully before signing.
You are waiving certain legal rights.

PLACE RENTAL VOUCHER HERE

The undersigned, being at least 18 years old, or if younger than 18 years of age is accompanied by a parent or guardian who has read and signed the following release (herein referred to collectively as "I") agree as follows:

1. I understand and agree that skiing, snowboarding and related activities are HAZARDOUS and that injuries are common and ordinary occurrences during these activities. I AGREE TO ASSUME ALL RISKS of death or injury to any part of the user's body while using this equipment, including any which may result from the use of the helmet.
   _____ (Initial) _____ (Parent or Guardian Initial)
2. I understand and agree that no helmet can protect the wearer against all foreseeable impacts to the head, and that skiing and snowboarding can expose the user to forces, which exceed the limits of protection offered by this helmet. I understand that this helmet does not guard against injury to the neck, spine or any other part of my body, and that these limitations are INHERENT RISKS of any activity in which this helmet will be used.
3. TO THE FULLEST EXTENT ALLOWED BY LAW, I hereby agree to forever RELEASE AND HOLD HARMLESS Song Mountain Resort, its employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of the helmet and its components, from ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY for any injuries, damages or death to any user of this helmet, whether resulting from NEGLIGENCE or any other cause. I further agree that I WILL DEFEND AND INDEMNIFY them if any claim or action is pursued for any injuries, damages or death relating to skiing, snowboarding or any related activities involving the use of this equipment.
   _____ (Initial) _____ (Parent or Guardian Initial)
4. This helmet must fit properly in order to maximize its performance, and I agree that the provider has properly fit this helmet to me. All instruction on the use of the helmet has been made clear to me and I understand the function of my helmet. I warrant that the helmet is comfortably snug and that when I fasten the chinstrap and shake my head there is no significant movement of the helmet. I further warrant that I will be the only person using the helmet during this rental or demo period.
5. If the helmet is damaged or involved in any kind of accident, I will immediately return it to the shop and report the accident or damage to the shop in writing. (I will be responsible for the replacement at full retail value of the helmet if it is not returned to the shop. I acknowledge by obligation to return this helmet by the agreed date in clean condition and agree to pay for any repairs in the event that helmet is damaged beyond normal wear and tear.)
6. This document is a legally binding contract that supercedes any other agreements or representations by or between the parties. I agree that the laws of the State of New York shall govern this binding agreement.
7. If this equipment is 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. This agreement shall be binding upon my assignees, subrogates, distributes, heirs, next-to-kin, executors, personal representatives, and administrators and may be pled as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the undersigned or any user.
8. If the equipment user is a minor, I verify that I am the parent or guardian of the minor and I have authority to enter into this agreement on behalf of the equipment user, and I agree to be bound by the terms and conditions of this agreement on behalf of the equipment user, and I agree to be bound by the terms and conditions of this agreement and to defend and indemnify all renters, manufacturers and distributors of this helmet in any claim or suit arising from said minor's use of this equipment.

I/WE HAVE CAREFULLY READ THE FOREGOING WARNING, LIABILITY RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I/WE UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Executed this _____ day of _____, 20____.

_____ _____
Name of Renter (print) Parent or Guardian if Applicable (print)

_____ _____
Signature of Renter Signature Parent or Guardian