

 <b>PEAK RESORTS Inc.</b> Mountain User Agreement	<p>I understand that the sport of snowboarding and other recreational activities involves inherent danger and other risks of INJURY and DEATH!<b>Inherent dangers and risks of snowboarding" means those dangers or conditions which are an integral part of the sport of snowboarding, including but not limited to, snow conditions as they exist or may change, collisions with natural objects or man-made structures and their components, variations in steepness or terrain, whether natural or as a result of slope design, snowmaking or grooming operations, and collisions with other skiers or snowboarders. I voluntarily agree to assume all risks of injury or death that may result from snowboarding or which relate in any way to the use of this equipment! AGREE TO RELEASE Wildcat Ski Area, its 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 snowboarding or is in any way related to the 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. This agreement is governed by the applicable laws of this state or province. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect and in the event that I am signing on behalf of any minors....that I have full authority to do so....realizing its binding effect on them as well as myself. I accept for use as is the equipment listed on this form, and accept full financial responsibility for the care of the equipment while it is in my possession. I understand that the binding system cannot guarantee the user's safety. In snowboarding, 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. If I fail to return the equipment when I am finished with it or it is damaged beyond repair, I agree to reimburse Wildcat for the replacement value.</b></p> <p>I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user at lower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.</p>											
<b>Snowboard Rental Equipment must be returned in clean condition</b>	<p><b>Your Responsibility Code: Be safety conscious and KNOW THE CODE. IT'S YOUR RESPONSIBILITY.</b>          This is a partial list. There are inherent risks in the sport. Be safety conscious. Officially endorsed by NSAA, PSIA, &amp; National Ski Patrol. Our resort supports the NSAA "Lids on Kids" initiative. www.lidsonkids.org. Wildcat Ski area reserves the right to revoke ski pass/lift privileges if at any time you are identified as not following the Responsibility Code.</p> <ol style="list-style-type: none"> <li>1) Always stay in control</li> <li>2) People ahead of you have the right of way.</li> <li>3) Stop in a safe place for you and others</li> <li>4) Whenever starting downhill or merging, look uphill and yield.</li> <li>5) Use devices to help prevent runaway equipment.</li> <li>6) Observe signs and warnings, keep off closed trails.</li> <li>7) Know how to use the lifts safely.</li> </ol> <p>The provisions of N.H. Rev. Stat. Ann., Title XIX, Section 225 et. seq., govern the responsibilities of all skiers, riders, and guests and are incorporated herein by reference.</p>											
Day: S M T W T F S	<p><i>If I fail to return the equipment and/or I cause damages to the equipment, I agree to reimburse Peak Resorts for the REPLACEMENT VALUE OF THE EQUIPMENT UP TO \$250.00</i></p>											
Date _____	<p>I verify, herewith, the visual indicators on my bindings to correspond with the settings as shown on this page. I, the undersigned, have read and understand the release agreement.</p>											
<b>PLEASE PRINT YOUR NAME HERE</b>	Age	Regular or Goofy	Height (Feet & Inches)	Have you Snowboarded before?	Snowboard Level- (1-Beginner 3-Expert)	Are you taking a lesson today?	Customer / Parent / Guardian Signature	<b>STOP</b>	Boot #	Snowboard #	Helmet #	Iss'd by
				I / II / III	M / F	Y / N						