

BOLTON VALLEY RESORT EQUIPMENT RENTAL AGREEMENT
Warning, Acknowledgment & Express Acceptance of Risks Agreement,
Forum Selection Agreement, and Conditions of Use

(Please Read Carefully!)

WARNING: All forms of alpine skiing, snowboarding and alpine sports activities are hazardous and have inherent risks that the participant assumes as a matter of law. Falls and injuries are a common occurrence, therefore requiring the deliberate and conscious control of your physical body through proper use of the equipment in relation to ever-changing variables and dangers. Safety is directly affected by your judgment in the winter elements of mountain and forest terrain. Ski, ride, and participate in alpine activities only within your own ability. Be alert to continually changing weather, visibility, and surface conditions and other inherent risks including, but not limited to: granular, corn, crust, cut-up and machine-made snow; surface or sub-surface conditions such as dirt, grass, bare spots, forest growth, rocks, streams, streambeds, watersheds, stumps, trees, waterbars and other natural objects, and collisions with or falls resulting from such objects; lift towers and components thereof; lifts, sign posts, fences, mazes or enclosures; hydrants, water or air pipes, whether or not any of the above are padded and/or shielded and whether they are above or below the snow surface; snowmaking and snow grooming equipment; trail maintenance vehicles and snowmobiles; other man-made or natural structures or objects and their components, and collisions with, or falls resulting from, such man-made or natural terrain modifications and features; the presence of and collisions with other skiers and riders, and the failure of others to ski, ride and participate in alpine activities safely, in control or within their ability.

The inherent risks of using equipment that is being rented under this agreement include but are not limited to the following:

Alpine ski-boot-binding systems cannot guarantee the users' safety and will not release or retain at ALL times or under ALL circumstances including at times where release or retention may prevent injury or death. It is also not possible to predict every situation in which they will release.

If snowboard, snowshoe, skiboard, or snowdeck equipment without releasable bindings is being furnished, understand that the systems will not ordinarily release during use, nor is it specifically designed to release as a result of forces induced during ordinary operation, and is therefore absolutely no guarantee for safety.

I understand that Bolton Valley Resort has ski helmets available for rent or sale and that using a helmet may reduce the risk of some head injuries if the helmet is fitted and worn properly. I also am aware that alpine activities can produce forces that exceed the limits of protection offered by a helmet. I acknowledge that no helmet can protect the wearer from all foreseeable impacts or injuries, and that helmets do not guard against injury to the neck, spine, face or any other part of the body, and that these features are inherent risks of using this equipment.

Use a leash or other runaway prevention system with all skis, boards and other devices at all times, including while riding lifts and while walking on or near a slope, in order to reduce the risk of injury to others.

LIABILITY AGREEMENT

1. As a condition or being permitted to use the ski area premises and to use this equipment, I hereby agree to Defend, Hold Harmless and Indemnify Mountain Operations and Development LLC, their owners, affiliates, employees and agents (hereinafter Bolton Valley Resort) and the equipment manufacturers and distributors for any and all liability for personal injury, including death and property damage, in any way arising from the use of this equipment including, but not limited to, any alleged acts or omissions on the part of Bolton Valley Resort, and the equipment manufacturers and distributors in the selection, installation, maintenance or adjustment of this equipment and its use.
2. I understand and acknowledge the risks of injury and death that are part of the alpine activities conducted at Bolton Valley Resort. I am aware that all forms of alpine activities, including jumping, are hazardous, filled with high risks and that falls, collisions and injuries are common occurrences of the sport. Therefore, for myself, my heirs and assigns, I accept all risks inherent in these activities, including but not limited to all risks as defined in the **WARNING** above, and Promise Not To Sue Bolton Valley Resort and the equipment manufacturers and distributors for any and all losses and injury to person or property that may result from my participation in alpine activities at Bolton Valley Resort and/or from the inherent risks such as, but not limited to, those listed in the **WARNING** section above.
3. If my rental equipment includes a helmet, I understand that this helmet must fit properly to maximize its performance, including the use of chinstrap, and acknowledge that it has been properly fit to me by the provider. If the helmet experiences an impact or damage, I agree to return it to the shop for inspection. I agree to notify the provider if this helmet is involved in an accident of any kind.
4. I have made no misrepresentation in regard to my height, weight, age, and ski/boarder type or ability level, and I understand that this information may be used to select or adjust my equipment.
5. If my rental equipment includes Alpine ski bindings, I verify that the indicator setting listed on the Equipment Rental Form corresponds to the setting on my ski bindings
6. I have received instruction in the operation of the boot-binding system and/or boot-snowboard system and have received satisfactory answers to any questions concerning its use and function. If I feel that the equipment is not functioning properly, I will stop using it and have it inspected, repaired or readjusted by a qualified technician.
7. **FORUM SELECTION AGREEMENT AND CHOICE OF LAW. I agree that all disputes arising under this AGREEMENT or my use of any facilities at Bolton Valley Resort shall be litigated in the State or Federal court of Vermont and shall be governed by the laws of the State of Vermont and no other jurisdiction. This AGREEMENT is intended to comply with the laws of the State of Vermont and to be enforced to the fullest extent allowed by law. If any part of the AGREEMENT is determined to be unenforceable, all other parts shall be given full force and effect. If the law of any other jurisdiction is applied to this AGREEMENT, I agree that the laws of that jurisdiction shall be construed to give this AGREEMENT the broadest possible release of liability, including but not limited to a release of liability for negligence to the fullest extent permissible.**
8. I understand that this entire **AGREEMENT** is a contract that shall be binding upon my heirs, successors and assigns, and that it shall be enforceable to the fullest extent allowed by law.

I, the undersigned, have carefully read and understand this **AGREEMENT**.

Skier/Rider's Signature _____ Date _____

I, the undersigned, have authority to sign this **AGREEMENT** on behalf of the minor child and agree to Defend, Indemnify, and Hold Harmless Bolton Valley Resort and the equipment manufacturers and distributors from any and all loss arising from the minor child's use of this equipment and participation in alpine activities.

Parent's/Guardian's Signature _____ Date _____

CONDITIONS OF USE

RENTER'S RESPONSIBILITY FOR THE EQUIPMENT

9. I accept or use as is the equipment listed on this form and accept full responsibility for its care while in my possession.
10. I will be responsible for replacement, at full retail value, of any equipment rented under this **AGREEMENT** which is not returned and grant Bolton Valley Resort that right to use the deposit/credit card to recover such loss.
11. I agree to reimburse and hold harmless Bolton Valley Resort for loss or damage, other than reasonable wear and tear, which results from my use of the equipment.
12. Please present your copy of this **AGREEMENT** when returning your equipment.
13. There will be no refunds on single or multiple days rentals
14. All rental equipment is non-transferable.

I, the undersigned, have carefully read and understand the above.

Skier's/Rider's signature _____ Date _____

If signing on behalf of a minor, I represent that I have the full authority to sign this **CONDITIONS OF USE** for the minor child and I agree to Defend, Indemnify, and Hold Harmless Bolton Valley Resort and the equipment manufacturers and distributors from any and all loss arising from the minor child's use of this equipment and participation in alpine activities at Bolton Valley Resort.