



LIABILITY RELEASE AGREEMENT & SKI/SNOWBOARD EQUIPMENT RENTAL AGREEMENT

Paoli Peaks
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Paoli, IN 47454
Phone (812) 723-4696
Groups Ext. 236
Fax (812) 723-2300
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I understand that the sport of skiing/snowboarding involves inherent danger and other risks of **INJURY** and **DEATH!** "Inherent dangers and risks of skiing/snowboarding" means those dangers or conditions which are an integral part of the sport of skiing/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/snowboarders. I voluntarily agree to assume all risks of injury or death that may result from skiing/snowboarding or which relate in any way to the use of this equipment. **I AGREE TO RELEASE Paoli Peaks, 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 skiing/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. 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 will be responsible for the replacement at full value of any equipment rented under this form. 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 use, 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 Paoli Peaks for the replacement value.

As a parent/guardian signing this agreement for a minor, I have read this document and agree with its contents. I hereby agree to indemnify and hold harmless the ski area for any claim or suit, including legal fees and expenses, settlements or awards, arising out of said minor's participation in alpine activities, or said minor's presence on a ski area.

I have read and understand the mountain user (skier and snowboarder) responsibility code.
I agree to obey by its rules! I, undersigned, have read and understand the release agreement.

PLEASE PRINT

Group Name: _____ Organizer: _____ Phone: _____

GUEST NAME	AGE	SIGNATURE (if minor, guardian)	PHONE	DATE
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