

**LIBERTY MOUNTAIN RESORT
HELMET RENTAL & LIABILITY RELEASE AGREEMENT**

LAST NAME: _____ FIRST NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: _____ MALE OR FEMALE AGE: _____ HEAD CIRC: _____

HELMET SIZE: _____ HELMET # _____ ISSUED BY: _____

PLEASE READ CAREFULLY BEFORE SIGNING

1. The undersigned, being at least 18 years old or that if he or she is 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").
2. I agree and understand that recreational activities utilizing a helmet are **HAZARDOUS** activities (hereinafter "Activity"). Further, I recognize that there are risks, including but not limited to, all the inherent risks of the various activities I may be engaging in while utilizing the helmet. I recognize the injuries are a common and ordinary occurrence of the Activity. I hereby agree to freely and expressly **ACCEPT** and **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** while participating in said activity.
3. I hereby assume all risks which may be associated with and/or result from my use of the helmet and hereby hold harmless, release, indemnify and defend Ski Liberty Operating Corp., its subsidiaries and affiliates, their respective officers, directors, agents, servants and employees (hereinafter "the Ski Area"), of and from any liability, claims, demands, actions, and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me utilizing the helmet, including, but not limited to, those injuries and damages caused by the negligence and/or breach of warranty, expressed or implied, on the part of the Ski Area.
4. I hereby agree to indemnify and defend the Ski Area for any injury to other person(s) or property which I may cause as a result of engaging in this activity.
5. I acknowledge that the helmet has been properly fitted by the Ski Area. I understand that this helmet may reduce or mitigate the severity of injuries to my head but it is no guarantee whatsoever of my safety. I further recognize that helmets have limited capability as far as shock absorption.
6. I acknowledge that I will be the only person using the helmet during this rental period. I accept for use "as is" the equipment listed on this form and accept full responsibility for the care of the equipment while it is in my possession.
7. I will be responsible for the replacement at full retail value of the helmet if it is not returned to the Ski Area. I acknowledge by obligation to return this helmet by agreed date in clean condition and agree to pay for any repairs in the event the helmet is damaged beyond normal wear and tear.
8. All instructions on the use of the helmet have been made clear to me and I understand the function of my helmet.
9. I agree that all disputes arising under this contract for the use of rental equipment as described on this form, for a specific ski school lesson, and/or for the use of the facilities at Ski Liberty shall be litigated exclusively in the Court of Common Pleas of Adams County or in the United States District Court for the Middle District of Pennsylvania.
10. **IN THE EVENT ANY SECTION OF THIS RELEASE IS FOUND TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE GIVEN FULL FORCE AND EFFECT.**
11. **THIS RELEASE SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW.**
12. This release shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, personal representatives, and administrators and may be pled by the Ski Area as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the Renter.

I/WE HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE AND UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Name of Renter

Name of Parent/Guardian

Signature of Renter

DATE

Signature of Parent/Guardian

DATE