



Rental Contract and Liability Release

PLEASE READ CAREFULLY AND FULLY UNDERSTAND BEFORE SIGNING.
THIS CONTRACT IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

This document constitutes a contract and release of liability. Signing to accept the conditions of the contract will prevent or restrict your ability to sue Bear Creek Mountain Resort and Conference Center. Please read and understand this document prior to signing.

I AGREE AND UNDERSTAND THAT SKIING, SNOWBOARDING AND OTHER SNOW SLIDING ACTIVITIES ARE HAZARDOUS ACTIVITIES (HEREINAFTER "ACTIVITIES"). I HEREBY AGREE TO FREELY AND EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH TO THE PARTICIPANT WHILE PARTICIPATING IN THE ACTIVITIES. FURTHER, THE PARTICIPANT VOLUNTARILY ELECTS TO PARTICIPATE IN THE ACTIVITIES. I RECOGNIZE THAT INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF THE ACTIVITIES.

I HEREBY ASSUME ALL RISKS WHICH MAY BE ASSOCIATED WITH AND/OR RESULT FROM MY INVOLVEMENT IN SUCH ACTIVITIES AND/OR USE OF ANY EQUIPMENT RELATED TO THE ACTIVITIES AND HEREBY AGREE TO HOLD HARMLESS, RELEASE, INDEMNIFY, DEFEND, AND NOT SUE BEAR CREEK MOUNTAIN RESORT, ITS SUBSIDIARIES AND AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER "BEAR CREEK"), OF AND FROM ANY LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME WHILE PARTICIPATING IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO, THOSE INJURIES AND DAMAGES CAUSED BY NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, AND/OR ANY OTHER IMPROPER CONDUCT, EXPRESS OR IMPLIED, ON THE PART OF BEAR CREEK.

WARNING: The Activities, including the use of lifts/tows are dangerous sports with inherent and other risks. The risks include but are not limited to:

- Variations in the steepness, contour and configuration of the slopes and trails and variations in the surface of the slopes and trails
- Fences, padding and/or barriers at or along portions of the area, the absences of such fences and/or barriers and the inability of fences and/or barriers to prevent or reduce injury
- Being hit or injured by the lift or parts of the lift while loading, riding or unloading
- Slips and falls while walking on snow or ice covered surfaces
- Immersion in water
- Collisions with fixed objects, either natural or man-made, on or off the slope or trail, above or below the surface of the snow, including but not limited to trees, rocks, poles, snowmaking and grooming equipment and terrain park features
- Collisions between other participants in the Activities, spectators and other patrons
- Collisions with vehicles either parked or in motion
- Collisions with fixed objects, obstacles or structures located within or outside the facility

I acknowledge that I will be the only person using the equipment I receive during this rental period. I accept for use the equipment listed on this form and accept full responsibility for the care of this equipment. I have made no misrepresentation to this ski shop regarding this user's height, weight, age or skier/rider type. I will be responsible for the replacement at full retail value of any equipment listed in this form but not returned to Bear Creek. I acknowledge my obligation to return this equipment by the agreed date and time in the condition it was received and agree to pay for any repairs in the event the equipment is damaged beyond normal wear and tear. All instructions on the use of the equipment have been made clear to me and I understand the function of my equipment.

Alpine Skis Only - I agree that the binding indicator release/ retention settings appearing in the visual indicator windows on the bindings correspond to the settings displayed on the digital signature capture pad. I understand that the ski equipment being furnished forms a part of or all of a ski/boot/binding system which will NOT RELEASE at all times or under all circumstances, and that it is not possible to predict every situation in which it will or will not release, and that its use cannot guarantee my safety. I further agree and understand that this ski/boot/binding system may reduce, but does not eliminate the risks of injuries to my lower legs. However, I agree and understand that this ski/boot/binding system does NOT REDUCE THE RISK OF INJURIES TO MY KNEES or any other parts of my body.

Snowboards Only - I am aware that the snowboard/boot/binding system IS NOT designed or intended to release. As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury while using this equipment.

Helmets Only - I acknowledge and agree that snowboarding, skiing, and other snow activities involve certain inherent risks, dangers and hazards that can result in serious personal injury or death. WHILE I ACKNOWLEDGE THAT THIS HELMET IS INTENDED TO REDUCE THE RISK OF SERIOUS HEAD INJURY, I ACKNOWLEDGE AND AGREE THAT NO HELMET CAN ELIMINATE OR PREVENT THIS RISK NOR CAN A HELMET ELIMINATE OR PREVENT INJURY TO THE NECK OR SPINAL CORD. This helmet is intended for only the following activities: skiing, snowboarding and snow tubing. No helmet can protect the wearer from all foreseeable accidents. Depending on the type of impact, even a low speed accident can result in serious head injury or death.

By execution of this release, Bear Creek shall be indemnified for any injury to other person(s) or property which I may cause as a result of engaging in the Activities. I contractually agree that any and all disputes between myself and Bear Creek arising from my participation in the Activities and including any claims for personal injury and/or death, will be governed by the laws of the Commonwealth of Pennsylvania and exclusive jurisdiction thereof will be in the state court residing in Berks County where the alleged tort occurred or the federal courts of the Eastern District of the Commonwealth of Pennsylvania.

In the event any section of this Release is found to be unenforceable, the remaining terms shall be fully enforceable. This Release shall be binding to the fullest extent permitted by law. This Release shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors, personal representatives, and administrators and may be pled by Bear Creek as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the Participant.

By signing the digital signature capture pad, I agree that I am at least 18 years of age and I accept completely the terms set forth in this contract and release of liability.

If the renter is a minor, I agree that I am signing as a parent or legal guardian who is at least 18 years of age. I further attest that I have read this release to the minor in age appropriate language and the minor understands the implications of this release and contract and agrees to the terms and conditions set forth herein.

Renter Name: _____ Signature: _____ Date: _____

Parent/Guardian Name: _____ Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Ski/Board #:	Boot#:	Binding Setting: Toe:	Heel:
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