

RELEASE OF LIABILITY
HELMET/SLED RENTAL AGREEMENT

Please fill in all information, print as neatly as possible

NAME: _____ AGE: _____
last first

ADDRESS: Street: _____
City: _____ State: _____ Zip: _____

DRIVER'S LICENSE# _____ PHONE# _____

I accept for use, as is, the equipment listed on this form and accept full responsibility for its care while it is in my possession. I agree to hold harmless and indemnify Burke Mountain Resort LLC, and its subsidiaries and affiliates, their respective agents, officers, directors, owners, contractors and employees (collectively, the "Released Parties"), as well as the equipment manufacturers and distributors, for all loss or damage I may have caused to this equipment, except for reasonable wear and tear.

I agree to hold harmless and indemnify the "Released Parties" as well as the equipment manufacturers and distributors, for any and all loss or damage I may cause to person or property while engaged in sledding activities. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage that may arise out of the use of the equipment, or any equipment, regardless of whether such loss or damage be caused to myself or to others.

I hereby release the "Released Parties", as well as the equipment manufacturers and distributors, from any and all liability for damage and personal injury to me or my property resulting from their own acts of negligence. I understand that the "Released Parties", as well as the equipment manufacturers and distributors, are not responsible for the consequences of their own negligence, that is, their failure to use reasonable care in any way in the operation of this rental center and ski mountain, as well as the installation, maintenance, selection, adjustment and use of this rental equipment. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury or death as the user of this equipment.

I understand that there are inherent and other risks involved in the acts of snow sports, for which this equipment is to be used, that injuries are a common and ordinary occurrence of the sport, and I freely and voluntarily assume those risks.

Helmet Rentals:

I understand that no head gear can protect against all foreseeable impacts, that sledding can expose the user to forces which exceed the limits of protection offered by this helmet, that helmets do not guard against injury to the neck, spine, face or any other part of the body, and that these features are an inherent risk of using this equipment. Helmets must be properly fitted to each user, and I agree that this helmet has been properly fitted by the provider. I warrant that the helmet is comfortably snug and that when I fasten the chin strap and shake my head there is no significant movement of the helmet.

I have read the above paragraphs and fully understand them. I have made no misrepresentation to "Released Parties" regarding my name, address, or age.

PLEASE SIGN: _____ DATE: _____

This agreement is governed by the applicable law of Vermont. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I agree that there have been no warranties, expressed or implied, which have been made to me which extend beyond the description of the equipment listed on this form. I, the undersigned, acknowledge that I have carefully read this agreement and release of liability and I understand its contents. I understand that my signature below expressly waives any rights I may have to sue "Released Parties" for injuries and damages.

USER'S SIGNATURE : _____ DATE: _____

PARENT'S SIGNATURE : _____ DATE: _____
(if user is a minor)

FOR BURKE MTN. USE ONLY

Identification Number(s): _____ Date: _____ Time: _____

Name of Attendant(s): _____

USER PHONE NUMBER _____