

- LIFT ONLY
- LIFT & RENTAL

SCHOOL AND GROUP PROGRAM
GROUP/SCHOOL, SKI SCHOOL AND RENTAL EQUIPMENT
RENTAL AGREEMENT AND
RELEASE OF LIABILITY



PARTICIPANT'S NAME

SCHOOL OR GROUP NAME / ADVISOR NAME

NOTE: THIS FORM MUST BE COMPLETED FOR PARTICIPATION IN THE MULTI-DAY(S) PROGRAMS OFFERED AT ELK MOUNTAIN SKI RESORT, INC.

STEP
1
CLASSIFY YOURSELF...

what
type of
skier
are you?



...please determine your ability and proceed to Step #2.

Determining your skier type is your responsibility!

Your skier type, height, weight, age and ski boot sole length are used by the shop to determine the visual indicator settings of your ski bindings.

Be sure to provide accurate information, as any error may increase your risk of injury. Consult these descriptions to select your classification:

1
TYPE

"CAUTIOUS SKIING AT LOWER VISUAL SETTINGS"

- Prefer slow to moderate speeds.
- Prefer gentle to moderate terrain.
- Receive lower than average visual indicator settings. This may increase the risk of inadvertent binding release in order to increase the likelihood of release in a fall.
- Type 1 settings apply to "entry-level skiers uncertain of their classification".

2
TYPE

"MODERATE SKIING AT AVERAGE VISUAL INDICATOR SETTINGS"

- Prefer a variety of speeds.
- Prefer varied terrain.
- Type 2 skiers are skiers who do not meet all the descriptions of Type 1 or Type 3 skier types.

3
TYPE

"AGGRESSIVE SKIING AT HIGHER VISUAL INDICATOR SETTINGS"

- Prefer fast speeds.
- Prefer steep terrain.
- Receive higher than average visual indicator settings. This may reduce the likelihood of release in a fall in order to decrease the risk of inadvertent binding release.

1-
TYPE

For skiers who desire visual indicator settings lower than settings for a Type 1 skier".

3+
TYPE

For skiers who desire visual indicator settings higher than settings for a Type 3 skier".

FOR RENTALS ONLY

STEP
2

...if using rental equipment, complete Step 2; if not proceed to Step 3.

WEIGHT HEIGHT AGE STREET SHOE SIZE MALE FEMALE

SKIER TYPE - SEE "What Type of Skier..." CHART FROM STEP 1 (CHECK ONE) 1- 1 2 3 3+

NAME PLEASE PRINT

LAST FIRST M.I.

ADDRESS

STREET

CITY STATE ZIP

HOME PHONE LOCAL PHONE



Read the following information...sign and date after you have read all information.

RENTAL AGREEMENT AND RELEASE OF LIABILITY

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.

I will be responsible for the replacement at full retail value of any equipment rented under this form, but not returned to the shop.

I understand that there are inherent and other risks involved in the sport of skiing for which ski rental equipment is to be used, that injuries are a common and ordinary occurrence of the sport, AND THAT INJURIES, INCLUDING KNEE INJURIES, CAN OCCUR REGARDLESS OF THE USE OF A SKIBOOT INCLUDING BINDING SYSTEM, and I freely assume those risks.

I understand that the skiboot binding system will not release at all times or under all circumstances, nor is it possible to predict every situation in which it will release, and is therefore no guarantee for my safety.

I understand that the snowboard/boot binding system will NOT ORDINARILY RELEASE during use, nor is it specifically designed to release as the result of forces induced during ordinary operation, and is therefore ABSOLUTELY NO GUARANTEE FOR MY SAFETY of any injury that may occur.

I HEREBY RELEASE ELK MOUNTAIN AND ITS OWNERS, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR DAMAGE AND INJURY TO MYSELF OR TO ANY PERSON OR PROPERTY RESULTING FROM NEGLIGENCE, INSTALLATION, MAINTENANCE, THE SELECTION, ADJUSTMENT AND USE OF THIS EQUIPMENT OR ANY OTHER EQUIPMENT RENTED TO ME OR WORKED ON BY ELK MOUNTAIN, ACCEPTING MYSELF THE FULL RESPONSIBILITY FOR ANY AND ALL SUCH DAMAGES OR INJURY WHICH MAY RESULT.

I have made no misrepresentation to the ski shop in regard to my height, weight, age or skier type.

I promise that I will check that the visual indicators on my bindings correspond to the settings as shown on this rental agreement.

I promise that I will listen to all instructions on how to use this rental equipment, and if I don't understand I will ask for clarification.

I understand that if involved in an accident at this ski area I must report it immediately.

I know that I must ski in control at all times and adhere to Skiers Responsibility Code.

I understand that I will be charged a \$10.00 service charge for all late returns. I also understand that I am responsible if any equipment is lost or stolen.

I will retain a copy of my daily rental agreement receipt form. It is necessary when returning my equipment.

Alpine, Nordic and Snowboard skiing, including the use of lifts is a dangerous sport with inherent and other risks. These risks include but are not limited to variations in snow, steepness and terrain, trail side drop-offs, ice and icy conditions, moguls, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare spots, lift towers, utility lines, poles and guy wires, snowmaking equipment and component parts, trail fences and the absence of such fences and other forms of natural or man-made obstacles on and/or off designated trails as well as collisions with equipment, obstacles or other skiers. Trail conditions vary constantly because of weather changes and skier use. These are some of the risks of skiing. All of the inherent and other risks of skiing present the risk of serious and/or fatal injury.

IN CONSIDERATION OF USING THIS EQUIPMENT AND ELK'S SKI FACILITIES, I AGREE TO ACCEPT THE RISKS OF SKIING AND AGREE NOT TO SUE ELK MOUNTAIN SKI RESORT, INC. OR ITS EMPLOYEES IF HURT WHILE USING THE SKI FACILITIES REGARDLESS OF ANY NEGLIGENCE OR OTHER IMPROPER CONDUCT OF ELK MOUNTAIN SKI RESORT, INC. OR ITS EMPLOYEES OR AGENTS.

I agree that all disputes arising under this contract and/or from my use of the facilities at Elk Mountain Ski Resort, Inc. shall be litigated exclusively in the Court of Common Pleas of Susquehanna County or in the United States District Court for the Middle District of Pennsylvania.

The purchaser or user of this ticket voluntarily assumes the risk of injury while participating in this sport.

I HAVE READ THIS AGREEMENT RELEASING ELK MOUNTAIN FROM LIABILITY. I VOLUNTARILY AGREE TO THE TERMS OF THIS AGREEMENT.

STEP
4
IMPORTANT

Please read carefully. If participant is a minor (under the age of 18), a parent or guardian must sign this form.

Participant's Name _____ Age _____

Address _____

Phone # (_____) _____

Emergency or cell phone # 's (_____) _____

Does participant have health insurance _____

Policy Name _____ Policy # _____

Allergies/Medications (explain) _____

1) I understand that there are inherent and other risks in the sport of skiing and snowboard skiing. These risks include, but are not limited to variations in snow, steepness and terrain, ice and icy conditions, moguls, rocks, trees and other forms of forest growth or debris (above or below the surface), bare spots, lift towers, utility lines and poles, snowmaking equipment including pipes, hydrants, snow guns, hoses and other component parts, fences and the absence of fences, and other forms of natural and man-made obstacles on and/or off designated trails, as well as collisions with equipment, obstacles or other skiers; trail conditions vary constantly because of weather changes and skier use. I understand that all of the inherent risks of skiing present the risk of injury, that skiing is a dangerous risk sport, and that injuries can be serious and even fatal. I hereby acknowledge, accept, and assume these risks and all other risks that can and do exist in the sport of skiing.

2) I HEREBY RELEASE THE SCHOOL/GROUP AND ITS AGENTS AND EMPLOYEES, AND ELK MOUNTAIN AND ITS OWNERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY FOR DAMAGE AND INJURY TO MYSELF OR MY SPOUSE, CHILD OR WARD, IF ANY OF US ARE INJURED AS A RESULT OF SKIING OR SNOWBOARD SKIING AT ELK MOUNTAIN. FURTHERMORE, I UNDERSTAND THAT MY CHILD MAY HAVE TO PROVIDE ADDITIONAL INFORMATION INCLUDING BUT NOT LIMITED TO WEIGHT, HEIGHT AND SKIING ABILITY WHEN RENTING EQUIPMENT. I AUTHORIZE MY SON OR DAUGHTER TO PROVIDE THIS INFORMATION EVEN IF HE/SHE IS A MINOR. I HAVE ALSO READ AND AGREE TO THE ITEMS OUTLINED ON THE BACK OF THIS AGREEMENT.

3) I acknowledge that the program is non-transferable and for my use only. I further acknowledge that if I should attempt to transfer my skiing privileges, the program may be revoked with no refund.

IMPORTANT

I/we have read this entire agreement and voluntarily agree to the terms of this agreement.

Participant's Signature _____ Date _____

Parent/Guardian's Signature _____ Date _____