



## **Nub's Nob Liability Release Form**

I realize that there is a possibility of injury in skiing and snowboarding and will not hold Nub's Nob Ski Area or the Nub's Nob Winter Sports School liable if my child is injured. I will defend and indemnify Nub's Nob for any loss or damage, including any that results from claims or lawsuits for personal injury, death and property loss and damage relating in any way to these activities.

**I HAVE READ, UNDERSTAND AND ACCEPT THE RENTAL AGREEMENT AND RELEASE OF LIABILITY AGREEMENT NOT TO SUE – PRINTED ON THE BACK OF THIS FORM.**

User Name: \_\_\_\_\_ Date: \_\_\_\_\_

User Signature: \_\_\_\_\_

**Parent/Guardian:** If equipment user is a minor, I verify that I am the parent or guardian and have the authority to enter into this agreement on behalf of the user. I agree to be bound by all terms and conditions of this agreement and to defend and indemnify providers from any claim or suit arising from said minor's use of this equipment.

Parent/Guardian Name: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

### **SKIERS/SNOWBOARDERS RESPONSIBILITY CODE**

There are elements of risk in skiing/snowboarding that common sense and personal awareness can help reduce.

1. Stay in control.
2. People ahead have the right of way.
3. Stop in a safe place for you and others.
4. When starting downhill or merging, look uphill and yield.
5. Use devices to help prevent runaway equipment.
6. Observe signs and warnings and keep off closed trails.
7. Know how to use the lifts safely.

I have carefully read the above responsibility code and understand each rule.

STUDENTS NAME: Please print: \_\_\_\_\_

STUDENTS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ORGANIZATION NAME: \_\_\_\_\_

**THIS COMPLETED FORM REQUIRED FOR EACH  
RENTAL CUSTOMER.  
EQUIPMENT/HELMET RENTAL AGREEMENT**

## **WARNING - RELEASE OF LIABILITY, ASSUMPTION OF RISK AND AGREEMENT NOT TO SUE**

I, (the undersigned) am aware that by signing this agreement I am waiving certain legal rights and agree unconditionally to all terms as outlined below:

I accept for use AS IS the equipment listed on this form and accept full financial responsibility for the care of the equipment listed on this form while it is in my possession. I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the shop. I agree to return all rented equipment by the agreed date and to pay for any repairs for damage beyond normal wear and tear during my rental period.

I understand how this equipment works and have received instructions and satisfactory answers to any questions. I agree to check this equipment before each use (including the binding anti-friction device – Alpine only); and if at any time this equipment does not seem to be working properly, I will stop using it immediately and return it for inspection and possible repair or adjustment.

I understand that proper bindings settings or stance depend upon the accuracy of my statements about weight, height, age, skier type and stance on this form. I have confirmed that the binding release/retention settings or stance on this equipment correspond to those stated on this form.

If this equipment is to be used by someone other than me, I certify that I am acting as agent for the user and that I will provide this form and all pertinent warnings and information to the user.

I understand and agree that the sports of skiing, snowboarding (SnowBlade), snowboarding and other winter activities (“snow sports”) are HAZARDOUS activities, that INJURIES from various causes are an INHERENT RISK of participating in these activities, and that injuries to any and all parts of my body are a COMMON AND ORDINARY OCCURRENCE during these activities. I freely accept and voluntarily agree to expressly ASSUME ALL RISKS OF INJURY OR DEATH that may occur while engaged in snow sports or which relate in any way to the use of this equipment.

### **ALPINE SYSTEMS:**

I understand that the Alpine ski/boot/binding system CANNOT RELEASE OR RETAIN in all situations where release or retention may prevent injury or death and therefore CANNOT GUARANTEE MY SAFETY.

### **SNOWBOARDS, SNOWBLADE, AND NORDIC EQUIPMENT:**

I understand that the binding systems on snowboards, ski boards (SnowBlades) and cross country skis are NOT INTENDED TO RELEASE in a fall or upon impact.

### **HELMETS:**

I understand that a helmet designed for snow sports use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts even when a helmet is worn and that no helmet can protect the user against every foreseeable impact and that snow sports present situations which surpass the limits of protection offered by a helmet. I understand that a helmet does not protect against trauma to any other part of my body, including my face, neck and spine. A helmet does not protect what it does not cover.

## **I WILL NOT SUE (RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY)**

To the fullest extent allowed by law, I agree to release from liability and to indemnify and hold harmless Nub’s Nob, the ski/snowboard shop, their employees, owners, affiliates, agents, officers, directors, and all other manufacturers and distributors of any equipment (collectively “providers”) from all liability for injury, death, property loss and damage of any nature which results from the equipment users participation in snow sports or in any way relating to use of this equipment, including all liability which results from the NEGLIGENCE of PROVIDERS, breach of warranty, product defect or any other theory. I will 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 relating in any way to the use of this equipment.

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT which supercedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive release of liability as is legally possible as governed by the applicable law of this State. If any provision of this agreement is deemed to be unenforceable, all other provisions shall be given full force and effect, as this agreement is not intended to assert any claims or defenses which are prohibited by law. I will not transfer the equipment for use to any other person. If I do transfer the equipment in violation of this agreement, I will indemnify providers against any claim, demand, losses or damages arising out of the injury or property damage through use of this equipment. This agreement shall be binding and may be pled as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the undersigned or any user.