

## **2020/2021 Rental Agreement Form**

### **MOHAWK MOUNTAIN**

**Attach completed forms to the Group Sign Up Sheet.**

**[www.mohawkmtn.com](http://www.mohawkmtn.com) . 860-672-6100 A completed rental agreement is required to deliver equipment.**

Renter First Name :

Last Name:

Birthdate (mm/dd/yyyy):

Address :

City :

State:

Zip Code:

Phone Number:

GENDER: MALE or FEMALE

Weight::

Height:

:

Select One: Skier or Snowboarder

Shoe Size::

SNOWBOARDER: RIGHT FOOT FORWARD or LEFT FOOT FORWARD?

### **Classification Level/Group Name- Select One**

Level 1- Never Skied or Snowboarded

Level 2- Have used service lift, still can't turn to a controlled stop.

Level 3- Ski or Board lower part of the mountain (Green Trails)

Level 4- Level 4: Ski or Board the entire mountain.

EQUIPMENT RENTAL: I have received the equipment listed on this agreement and have been instructed on its use. I verify that the personal information (height, weight, age, skier classification) on this ticket is correct. If at any time I feel the equipment is not functioning properly, I will stop using it and return it for inspection, repair or adjustments. I accept full financial responsibility for the care of the equipment. 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 rental equipment by agreed date or risk loss through my collateral. I understand and agree that skiing, snowboarding and other winter sports are HAZARDOUS activities, that INJURIES from various causes are INHERENT HAZARDS of participating in these activities, and that injuries to any or all parts of my body are a COMMON AND ORDINARY OCCURRENCE during these activities. I freely accept and ASSUME ALL RISK OF INJURY OR DEATH caused by the

inherent hazards/risks of skiing that may occur while using this equipment. I further understand and agree that by putting myself in the public domain, visiting Mohawk Mountain, and using the rental equipment, I am assuming the risk of being exposed to, and possibly contracting, COVID-19. Renter, or Renter's parents if Renter is a minor, hereby grants to Mohawk Mountain Ski Area, Inc. ("Mohawk"), its representatives and employees have the right to take photographs of Renter in connection with Renter's use of Mohawk's facilities, equipment and programs. Renter, or Renter's parents if Renter is a minor, hereby authorizes Mohawk to copyright, use, and publish the same in print and/or electronically. Renter, or Renter's parents if Renter is a minor, hereby agrees that Mohawk may use such photographs of Participant for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

I hereby agree to the fullest extent permitted by law, as follows:

1. TO WAIVE ALL CLAIMS that I have or may have against Mohawk and all manufacturers and distributors of the equipment, caused by: the use of this equipment, the inherent hazards/risks of the sport of skiing, as defined in Conn. Gen. Stat. Sec. 29-211, et seq., and exposure to COVID-19;
2. TO ASSUME ALL HAZARDS/RISKS INHERENT IN SKIING; 3. TO RELEASE Mohawk and all manufacturers and distributors of the equipment, from all liability for any loss, damage, injury, or expense I (or my next of kin) may suffer, caused by: the use of the equipment, the inherent hazards/risks of the sport of skiing, and/or exposure to COVID-19;
4. I FURTHER AGREE TO INDEMNIFY and hold harmless Mohawk and the manufacturers and distributors of the equipment for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from my use of the equipment.

HELMETS: While I agree 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.

Arbitration Participant hereby agrees to submit any dispute with the Facility arising from: (1) this Agreement, (2) Participant's use of the Facility and/or rental equipment, and/or (3) Participant's participation in the Activities to binding arbitration. Participant further agrees to submit all claims against the manufacturers or distributors of the rental equipment rented and/or used by Participant at the Facility to binding arbitration. For any dispute submitted to arbitration pursuant to this agreement, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in West Hartford, Connecticut, and shall be governed by the Federal Rules of Evidence.

The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. With regard to any dispute between Participant and the Facility, if the dispute arises from a personal injury or death, the first phase of the arbitration shall be to determine whether said injury or death arose from a hazard/risk inherent in the sport of skiing. In the event that the Panel determines the alleged injury arises from a hazard/risk inherent in the sport of skiing, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Facility. In the event that the Panel determines the alleged injury did not arise from a hazard/risk inherent in the sport of skiing, the Panel may, at its discretion, allow for additional discovery and evidence, and then it shall decide any remaining issues on the merits.

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT which supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible. If any part of this agreement is deemed void or unenforceable, the remainder shall be given full force and effect. The specific rights of the parties under this contract may vary from state to state. Participant has read, and understands, and agrees to the terms of this warning, Liability Release and Arbitration Agreement.

**I have read, and understand, and agree to the terms of this Warning, Liability Release and Arbitration Agreement.**

**Skier's (Renter's) Signature :**

**Date**

**Parent/Guardian\* Signature:**

**Date**

**\*(parent or guardian signature must accompany minor signature)**

**For Office Use only**

Date Received:

EZ Rent Group name:

Dates of visits: Attach EZ Rent Receipt here:

4830-6286-2108, V. 2