

**SPRING MOUNTAIN SKI AREA**  
**SKI & SNOWBOARD**  
**ACKNOWLEDGEMENT & ACCEPTANCE OF RISKS AND**  
**LIABILITY RELEASE**  
**(This is a contract - PLEASE READ CAREFULLY)**

**WARNING:** Be aware that a ski-boot-binding system will not release or retain at ALL times or under ALL circumstances where releases or retention may prevent injury or death, nor is it possible to predict every situation in which it will release, and it is, therefore, no guarantee of your safety. If snowboards or skiboard equipment is being furnished, I understand that the systems will not ordinarily release during use, nor is it specifically designed to release as a result of forces induced during ordinary operation and is therefore absolutely no guarantee for safety. The use of any ski equipment is an inherent risk of the sport. All forms of alpine skiing and alpine activities are hazardous. Falls and injuries are a common occurrence therefore requiring the deliberate and conscious control of your physical body through proper use of alpine equipment in relation to ever-changing variables and dangers. Safety is directly affected by your judgment in the severe elements of rough, high mountain forest terrain. Ski or ride only within your own ability. Be alert to continually changing weather, visibility and surface conditions, and other inherent risks including but not limited to existing and changing snow conditions such as ice, hardpack powder, packed powder, slush, granular, corn, crust, cup-up and machine made snow: surface or subsurface conditions such as dirt, grass, bare spots, forest growth, rocks, stumps, trees and other natural objects and collisions with or falls resulting from such natural objects; lift tower and components thereof; lifts, sign posts, fences, mazes, or enclosures; hydrants, water or air pipes ( all the forgoing whether above or below the snow surface), snowmaking and snow grooming equipment; marked or lighted trail maintenance vehicles and snowmobiles; other man-made structures or objects and their components, and collisions, with, or falls resulting from, such man-made or natural terrain modifications and features; the presence of and collisions with other skier/riders: and failure of others to ski/ride safely in control or within their own ability.

- 1.** As a condition of being permitted to use the ski area premises and to use this equipment (ski/snowboard/bike/blades), I hereby release, Hold Harmless and indemnify Spring Mountain Adventures, Inc. Third Generation Limited Partnership, Mountain Management, LLC, their owners affiliates, employees and agents, the equipment manufacturers and distributors ( the Releasees) and all liability for personal injury including death and property damage in any way arising from the use of this equipment including but not limited to any alleged NEGLIGENCE on the part of the Releasees in the selection, installation, maintenance or adjustment to this equipment and its use. This Release is intended to comply with the laws of the State in which it is used and only to the extent allowed by law. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and affect.
- 2.** I understand and acknowledge the risks of injury and death with are part of the alpine activities conducted at the ski resort. I am aware that all forms of alpine activities, including jumping, are hazardous, filled with high risks and that falls, collisions and injuries are common occurrences of the sport. Therefore, for myself, my heirs and assigns I accept these risks, and Promise Not To Sue the Releasees for any and all losses and injury to person or property that may result from my participation in the alpine activities at this resort and from the inherent risks such as ( but not limited to) those listed in the Warning above.
- 3.** Notwithstanding the foregoing, if I sue Spring Mountain Adventures, Inc. Third Generation Limited Partnership, Mountain Management ,LLC., I agree that I will only sue if, whether on my behalf or on behalf of a family member, in the Court of Common Please of Montgomery County and further agree that any and all

disputes which might arise between Spring Mountain Adventures, Inc., Third Generation Limited Partnership, Mountain Management, LLC., and myself shall be litigated exclusively in said court.

4. I understand that this ski area has ski helmets available for rent or sale. However, I am aware that no helmet can protect the wearer from all foreseeable impacts or injuries.
5. I have made no misrepresentation in regard to my height, weight, age and skier type or clinic level and I understand that this information may be used to select or adjust my equipment.
6. I verify that the indicator setting listed on this Rental Form corresponds to the setting on my ski bindings.
7. I have received instruction in the operation of the boot binding system and/or boot/snowboard system and have received satisfactory answers to any questions concerning its use and function and if I feel that the equipment is not functioning properly, I will stop using it and have it inspected, repaired or readjusted by a qualified technician.
8. I understand that this entire agreement shall be binding upon my heirs and assigns.

### **RENTER'S RESPONSIBILITIES FOR THE EQUIPMENT**

9. I accept for use as is the equipment listed on this form and accept full responsibility for its care while in my possession.
10. I will be responsible for replacement at full retail value of any equipment rented under this agreement which is not returned and grant this ski area the right to use the deposit/credit card to recover such loss.
11. I agree to reimburse and hold harmless this rental shop for loss or damage of any kind, other than reasonable wear and tear, which results from my use of this equipment.
12. Please present your copy of this agreement when returning or exchanging equipment.
13. There will be no refunds on rentals.
14. All rental equipment is nontransferable.

**I have carefully read and understood the Acceptance of Risk and Liability Release and have signed below.**

Print User's Name \_\_\_\_\_

Signature of User \_\_\_\_\_

Date Signed \_\_\_\_\_ Date of Trip \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_  
(If skier/snowboarder is under age 18)