

SKI RENTAL FORM

Pine Creek Ski Resort Rental Agreement, Release of Liability, and Indemnity Agreement

Please read this contract carefully before signing. It releases Pine Creek Ski Resort and the Released Parties (defined below) from liability and waives certain rights.

The person who will use the rented equipment to participate in winter sports at Pine Creek Ski Resort ("Pine Creek Ski Resort") shall be referred to hereinafter as "Participant." The term "Undersigned" means *only* the Participant when the Participant is age 18 or older, OR it means *both* the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. In consideration for the equipment Participant is renting from Pine Creek Ski Resort, and the Participant's use of Pine Creek Ski Resort, I, the Undersigned, understand, acknowledge, and contractually agree as follows ("the Agreement"):

- Acknowledgement of Dangers and Risks:** The Undersigned understands, acknowledges, and agrees that utilizing Pine Creek Ski Resort rental equipment and participating in skiing, snowboarding, or other activities at Pine Creek Ski Resort, and/or using any of the facilities of the ski area, including but not limited to use of the lifts, ski slopes, trails, and equipment for winter activities (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. The Undersigned understands, acknowledges, and agrees that the Participant is a "recreational participant" under the Wyoming Ski Safety Act (W.S. § 1-1-123.1 et. seq.) and that participation in the Activity involves certain inherent dangers and risks. The Undersigned agrees that the following dangers or risks are inherent to the Activity, but that the following list is not exhaustive, and that there may be other dangers or risks that are inherent to the Activity not listed below: variations in terrain; equipment failure, malfunction, or failure to operate as intended; failure of ski bindings to release; existing, changing, or otherwise dangerous snow conditions, including but not limited to sliding snow, sluffing snow, avalanches, tree wells or other snow conditions capable of human immersion; slick or uneven walking surfaces; surfaces covered with ice and snow; storms, lightning, hail, snow, fog, changing weather, and other adverse weather conditions; difficulty with route finding; high altitude; loading, riding, and unloading ski lifts, gondolas, trams, and other conveyance devices, misloading, failing to load, or falling from the same; mechanical and equipment failures or malfunction; unmarked and marked rocks, holes, stumps, trees, cliffs, and closed areas; collisions with other users of Pine Creek Ski Resort; avalanches or snow slides; snow immersion; collisions with natural and man-made objects and equipment; falling; equipment damage; slipping; tripping; loss of balance; varying visibility; unmaintained trails; path and/or trail obstructions; encountering terrain parks or terrain features; the Participant's own failure to understand and comply with signage; falling objects; encounters with snowmobiles or other motor vehicles; lack of shelter; limited access to and/or delay of medical attention; failed or poorly executed attempts at rescue or medical care; the Participant's own health condition; strenuous activity; fatigue; dehydration; hypothermia; altitude sickness; frostbite; bacterium, virus or other microorganism that induces or is capable of inducing illness or disease and mental or emotional damage or distress from exposure to any of the above.
- Acknowledgement of Limitations of Equipment:** The Undersigned understands that any and all equipment rented from Pine Creek Ski Resort, which may include but is not limited to skis, snowboards, boots, poles, bindings, helmets, goggles, backpacks, avalanche beacons/transceivers, avalanche backpacks or other avalanche protection equipment, etc., may malfunction, fail, or otherwise not function as it is intended. The Undersigned also understands that although safety equipment may be rented, this equipment is no guarantee of the Participant's safety, and such equipment may not protect the Participant from all injuries, including the types of injuries that the safety equipment is designed to prevent. The Undersigned understands that a ski boot binding system may not release nor properly retain the Participant at all times or under all circumstances. The Undersigned understands that snowboard, ski blade, and telemark boot binding systems may not be designed nor intended to release, and are no guarantee of safety or protection against injury. The Undersigned understands the benefits and limitations of helmets and other personal protective equipment, and understands that these items are available for rent or purchase. The Undersigned understands that if the Participant does not wear a helmet or other personal protective equipment, the Undersigned is taking full responsibility for these choices.
- Assumption of Risk:** The Undersigned acknowledges and agrees that the Participant is choosing to take part in the Activity despite the many potential dangers and inherent risks of doing so, and freely chooses to accept the inherent and non-inherent risks of doing so despite the many potential dangers. The Undersigned further acknowledges and agrees that there are other such dangers that may not be specifically set forth in this document. By signing this agreement, the Undersigned recognizes that property loss, injury, serious injury, and death are all possible while participating in the Activity. The Undersigned expressly acknowledges and assumes all risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, whether inherent or not, that may result in physical injury, property damage, or death, as provided by the Wyoming Recreation Safety Act and by common law.
- Release of Liability and Agreement Not to Sue:** Fully understanding the foregoing paragraphs, and in exchange for the rented equipment and the Participant's participation in the Activity, **THE UNDERSIGNED HEREBY AGREES NOT TO SUE Pine Creek Ski Resort**, its affiliated companies and subsidiaries, including but not limited to those that operate Pine Creek Ski Resort, Activity Organizer, Activity Promoter, the United States, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders, rental equipment manufacturers, retailers, sellers or their agents (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's renting of equipment from Pine Creek Ski Resort and participation in the Activity. By signing this Agreement Not to Sue, the Undersigned is releasing any right to make a claim or file a lawsuit against any Released Party. Also, the Undersigned agrees to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's rental of equipment and participation in the Activity, **including, but not limited to those claims based on any released party's alleged or actual negligence or breach of any contract and/or express or implied warranty.**
- Agreement to Indemnify:** Undersigned agrees to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity. **In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against released parties, Undersigned will be required to pay back to all such released parties all sums of money incurred by, or paid by or on behalf of any of the released parties on account of the bringing of such suit or claim, including all attorneys fees and costs.**
- Application of Agreement to Minor Participants:** In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian understands that the Released Parties are relying upon Undersigned's representations set forth herein, and agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and signs this document out of a desire to have the Participant be allowed to participate in the Activity.
- Medical Authorization, Release, and Indemnification:** The Undersigned: 1) authorizes a licensed physician and/or other medical care provider to carry out any emergency medical care for Participant; 2) authorizes any Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agrees that, following Participant's transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for Participant; 4) agrees to pay all costs associated with the medical care and related transportation provided for the Participant; and 5) shall indemnify and hold harmless (as set forth in paragraph 5, above) the Released Parties from any and all liability and/or claims associated with such medical care and/or related transportation.
- Acknowledgement that Agreement is a Binding Contract:** The Undersigned understands and acknowledges that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.
- Agreement to Application of Wyoming Law and Selection of Forum:** In consideration for allowing Participant to participate in the Activity, the Undersigned agrees that any and all claims for injury and/or death arising from the Participant's participation in the Activity shall be governed by Wyoming law, and that the exclusive jurisdiction for any claim shall be in the State District Court of Lincoln County, Wyoming.
- Participant's Responsibilities and Representations:** The Undersigned represents that the Participant is physically and mentally capable of using the equipment rented and participating in the Activity. The Participant assumes the responsibility of maintaining control and skiing safely at all times while engaging in the Activity. The Participant is responsible for reading, understanding, and complying with all signage, including the instructions on the use of the ski area facilities and the use of lifts. Participant is responsible for reading and understanding all trail-marking and directional signage at the resort while engaging in the Activity. The Participant agrees and understands that s/he must have the physical dexterity and knowledge to use any and all rented equipment, safely load, ride, and unload the lifts, gondolas, trams, and other human-conveyance equipment utilized by Pine Creek Ski Resort. Further, the Undersigned understands that a minor may use the lifts without an adult present, or with an adult who is a member of the skiing public and is otherwise unaffiliated with Pine Creek Ski Resort, and the



Undersigned represents by signing this document that the Participant has the training, experience, and skill to load, unload, and ride the lifts alone and without help or supervision of anyone else.

11. **Equipment Agreements:** The Undersigned acknowledges and warrants that the Participant will be the only person using the listed equipment during this rental period. The Undersigned accepts for use "as is" the equipment and accepts full responsibility for the care of the equipment while it is in the Participant's possession. The Undersigned warrants that the Undersigned and/or Participant have made no misrepresentations regarding the Participant's height, weight, age, ability, experience, or other information provided. The Undersigned agrees that it is the Undersigned or Participant's responsibility to conduct a reasonable visual inspection of the equipment Participant will be using for the purposes of familiarization with their use(s). The Undersigned agrees that Pine Creek Ski Resort will be notified if the equipment is not functioning properly, agrees that the Participant will stop using the equipment, and agrees that the equipment will be promptly returned to Pine Creek Ski Resort. The Undersigned further agrees to return all rental equipment to Pine Creek Ski Resort by the agreed date and time. The Undersigned will be responsible for the replacement at full value of any equipment rented under this form but not returned to Pine Creek Ski Resort OR returned in unusable condition.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY CHILD OTHERWISE MAY HAVE.

Signature _____

Printed Full Name _____

Date _____

Printed Name(s) of Minor Participant(s), if applicable _____

SKI RENTAL FORM PLEASE PRINT CLEARLY 😊

LAST NAME	FIRST NAME		PHONE ()
STREET ADDRESS	CITY	STATE	ZIP

WEIGHT _____ LBS	HEIGHT _____ FT _____ IN	AGE	SHOE SIZE
SKIER TYPE (CIRCLE ONE):			
TYPE I	TYPE II	TYPE III	

WHOA!-----THIS SECTION BELOW FOR PINE CREEK STAFF ONLY

	MAKE/MODEL/SIZE		SERIAL #	SOLE LENGTH	SKIER CODE	LEFT	RIGHT
BOOT		SIZE		mm			
SKI				SIZE cm	DIN Toe→		
HELMET				Pole size	DIN Heel→		

TECHNICIAN'S SIGNATURE: _____

