

Equipment Rental Agreement



I agree to rent the equipment based on the terms and requirements below. I enter into this Agreement on behalf of myself and the minor child listed below (if applicable):

A. I understand that ski bindings are set based on a skier's age, height, weight, and skier type. I have supplied this information accurately on this form. I understand that the bindings may not release properly if they become clogged. I understand that any adjustment of the bindings should be performed by the rental shop personnel only. I will notify the rental shop if the bindings become muddy or damaged or if I have any difficulty in using the rental boots or bindings. I will inspect this equipment before each use and will make sure it is not used if any parts are damaged or missing.

B. I agree to be responsible for the equipment listed on this form and to return it in clean, undamaged condition to the place I rented it, at or before the end of the rental period. I agree to pay for any equipment that gets lost, stolen, or damaged.

C. If I do not understand the use and operation of the equipment I rent, then I agree to obtain instruction in the use of this equipment from the rental shop or the snowsports school personnel until I understand it. I understand that this rental shop offers no warranties, expressed or implied, and that this equipment is accepted "as is."

D. I agree not to let anyone use all or any portion of the equipment I rent other than myself and the minor listed below (if applicable).

E. I understand that the ski-boot-binding system will not release under all circumstances and is no guarantee of my safety. I understand that the snowboard-boot-binding system is a non-release system and does not reduce the risk of injuries. I understand that walking in snowsports boots is different than walking in shoes; I recognize it is common to slip on icy or wet surfaces when wearing these boots. I understand and agree that a helmet cannot guard against all impacts and head injuries and cannot prevent all injuries and guarantee my safety. The greater the speed, the less a helmet can do. In addition, I understand that a helmet does not reduce the risk of injuries to other parts of the body, including the neck and spine.

F. I accept responsibility for the safety of myself and the minor listed below and assume all risks of personal injury, death, and property damage that relates to my rental of this equipment. In consideration for the use of the equipment and Wintergreen's facilities, on behalf of myself and any minor child listed below, I agree to indemnify, hold harmless and defend Wintergreen Resort, its parents, subsidiaries, officers, directors, employees and representatives, and the equipment manufacturers, from any and all claims, lawsuits, actions, proceedings, losses, damages requests for medical expenses and judgments that relate or pertain to this Agreement, the equipment, participation in activities at Wintergreen and/or the use of Wintergreen's facilities. I do so regardless of whether Wintergreen Resort is negligent.

G. **WARNING:** Under Virginia law, a ski area operator or other winter sports area operator is not liable for an injury to or death of a winter sports participant in a winter sport conducted at this location, or for damage to property, if such injury, death, or damage results from the inherent risks of the winter sport or from the participant's own negligence. The inherent risks of a winter sport include, among others, risks associated with the land, equipment, other participants, and animals, as well as the potential for you or another participant to act in a negligent manner that may contribute to the injury, death, or damage. You are assuming the inherent risks of participating in a winter sport at this location. Complete copies of the applicable Virginia law and the participant responsibility code published by the National Ski Areas Association are available for review at each ticket sales office of this winter sports area and online at www.wintergreenresort.com/wintersportssafetyact

Printed Name of Participant: _____

Age: _____

Signature of Participant: _____

Date: _____

Printed Name of Legal Guardian: _____

Date: _____

(if Participant under 18)

Signature of Legal Guardian: _____