

Equipment Rental Agreement

I agree to rent the equipment described above under the following terms and conditions:

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 the one whose age, height, weight and ability I have provided.

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 or the person for whom I am signing, and I assume all risks of personal injury, death, and property damage that may occur as the result of my rental of this equipment. I understand that all these conditions, understandings, and agreements are conditions of my rental of this equipment. I agree to indemnify Wintergreen Partners, Inc. the equipment manufacturers, their employees and agents against any claims, demands, losses or damages including court costs and attorney's fees incurred which may arise out of any injury or property damage caused by the improper use of this equipment during my rental of the equipment. Additionally, I agree that any dispute arising under this agreement shall be litigated in the Circuit Court of Nelson County, Virginia or the Charlottesville Division of the U.S. District Court for the Western District of Virginia.

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

If participant is less than 18 years old, parent or guardian has executed this Agreement to undertake responsibility for the provisions set forth herein.

Participant's signature Date

Parent/Guardian's signature Date

(Signature of one parent/guardian binds both in reference to this agreement)

Printed NAME

Printed NAME