

4001 Washington Street, Canton, MA 02021

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[www.bluehillsboston.com](http://www.bluehillsboston.com/)

**RENTAL EQUIPMENT FORM AND WAIVER:** PLEASE SIGN WAIVER ON BACK OF RENTAL FORM

**Visual Indicator Setting:** I verify that the visual indicator setting on the bindings provided to me is (user initials) **Instruction:** I confirm that I/we have received instruction on the use of the equipment listed above, including instruction on how to get into and out of bindings and how to clear snow from boots and bindings before use, and I fully understand the use and function of the equipment. I have been advised to return to the ski shop with any questions or problems in connection with my use of the equipment. (user initials). **Certify:** I hereby verify that all of the information set forth on this form is true and accurate.

**Visual Indicator Setting:** I verify that the visual indicator setting on the bindings provided to me is (user initials) **Instruction:** I confirm that I/we have received instruction on the use of the equipment listed above, including instruction on how to get into and out of bindings and how to clear snow from boots and bindings before use, and I fully understand the use and function of the equipment. I have been advised to return to the ski shop with any questions or problems in connection with my use of the equipment. (user initials). **Certify:** I hereby verify that all of the information set forth on this form is true and accurate.

**Visual Indicator Setting:** I verify that the visual indicator setting on the bindings provided to me is (user initials) **Instruction:** I confirm that I/we have received instruction on the use of the equipment listed above, including instruction on how to get into and out of bindings and how to clear snow from boots and bindings before use, and I fully understand the use and function of the equipment. I have been advised to return to the ski shop with any questions or problems in connection with my use of the equipment. (user initials). **Certify:** I hereby verify that all of the information set forth on this form is true and accurate.

User signature: Print name: \_ \_Date:\_ \_

|  |
| --- |
| PERSON RESPONSIBLE FOR EQUIPMENT and/or PARENT OR GUARDIAN OF MINOR RENTING EQUIPMENT. LAST NAME FIRST NAME STATE DRIVERS LISC # DATE STREET ADDRESS CITY STATE ZIPCELL PHONE EMAIL DATE RENTAL TIMEEquipment User #1FIRST NAME LAST NAME AGE MALE  FEMALE  |
| SELECT SKIER TYPE Type I -­‐ Cautious skiers on smooth slopes of gentle to moderate steepness.Type II -­‐ Skiers not classified as type I or IIII II III Type III -­‐ Skiers who prefer fast skiing on slopes of moderate to steep pitch. |
| SNOWBOARD FORWARD FOOT-­‐RIGHT  LEFT  | HEIGHT |  | FT IN |  | WEIGHT | LBS | Shoe Size | U.S. |
| Technician Use Only |
| SKI/BOARD LENGTH: | ID | RT RH | LT | LH | BOOT ID | TECHNICIAN INITIALS |
| SOLE LENGTH | SYNCHRO | POLES Y / N |  | HELMET |  |  |

|  |  |
| --- | --- |
|  | User signature: Print name: \_ \_Date:\_ \_ |
| Equipment User #2 |
| FIRST NAME |  | LAST NAME |  | AGE | MALE  | FEMALE  |
| SELECT SKIER TYPE Type I -­‐ Cautious skiers on smooth slopes of gentle to moderate steepness.Type II -­‐ Skiers not classified as type I or IIII II III Type III -­‐ Skiers who prefer fast skiing on slopes of moderate to steep pitch. |
| SNOWBOARD FORWARD FOOT-­‐RIGHT  LEFT  | HEIGHT |  | FT IN | WEIGHT LBS | Shoe Size U.S. |
| Technician Use Only |
| SKI/BOARD LENGTH: | ID | RT RH | LT | LH | BOOT ID | TECHNICIAN INITIALS |
| SOLE LENGTH | SYNCHRO | POLES Y / N |  | HELMET |  |

|  |  |
| --- | --- |
|  | User signature: \_Print name: Date:  |
| Equipment User #3 |
| FIRST NAME |  | LAST NAME |  | AGE | MALE  | FEMALE  |
| SELECT SKIER TYPEI II III | Type I -­‐ Cautious skiers on smooth slopes of gentle to moderate steepness. Type II -­‐ Skiers not classified as type I or IIIType III -­‐ Skiers who prefer fast skiing on slopes of moderate to steep pitch. |  |
| SNOWBOARD FORWARD FOOT-­‐RIGHT  LEFT  | HEIGHT |  | FT IN | WEIGHT LBS |  | Shoe Size | U.S. |
| Technician Use Only |
| SKI/BOARD LENGTH: | ID | RT RH | LT | LH | BOOT ID | TECHNICIAN INITIALS |
| SOLE LENGTH | SYNCHRO | POLES Y / N |  | HELMET |  |

**LIABILITY RELEASE, ASSUMPTION OF RISK, INDEMNITY & RENTAL AGREEMENT PLEASE READ CAREFULLY BEFORE SIGNING**

1. I agree, for myself and/or my child, to **RELEASE, forever indemnify, defend, and hold harmless** Ski Blue Hills Management, LLC, the ski shop, and all other persons and companies who provide any equipment, services or facilities or have any involvement in manufacturing, distributing, selling, renting, mounting, adjusting, servicing, maintaining, testing or inspecting any equipment provided under this agreement, and all of their agents, employees, volunteers, officers, directors, owners and affiliated companies, and their successors and assigns (collectively referred to as “RELEASEES”), from liability for any and all injury, illness (including but not limited to COVID-19), disability, loss, damage or death to myself or to my child, or damage to my or my child’s property, or to any other person, resulting from the RELEASEES’ **NEGLIGENCE** or any other cause. I understand that the RELEASEES are not responsible for the consequences of their own **NEGLIGENCE**, that is, their failure to use reasonable care in any way. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury, illness (including but not limited to COVID-19), disability and death in connection with my or my child’s use of the rental equipment, the resort and/or the snow tubing facility. This releases all claims, including those of which I and/or my child am not aware and those not mentioned in this release. This release applies to claims resulting from anything which has happened up to now, or which may happen in the future.
2. I further agree, for myself and/or my child, to release and give up any and all claims and rights that I and/or my child may have against Ski Blue Hills Management, LLC and the other RELEASEES named in this agreement, in any way arising out of, relating to or in connection with the manufacturing, distributing, selling, renting, mounting, adjusting, servicing, maintaining, testing or inspecting any equipment provided under this agreement. This releases all claims, including those of which I and/or my child am not aware and those not mentioned in this release. This release applies to claims resulting from anything which has happened up to now, or which may happen in the future.
3. For myself, my child, and our heirs and assigns, I agree to **RELEASE**, indemnify, defend, and hold harmless the RELEASEES from any and all loss or damage that I or my child may cause to persons or property while using the ski area and the resort. This includes, but is not limited to, any and all claims for personal injury, illness (including but not limited to COVID-19), disability, death and/or property damage that may in any way arise out of use of the resort or the snow tubing facility.
4. I acknowledge that the Verification Form, attached hereto, shall be completed at the time of the rental of any equipment, and shall become a part of this Agreement. I hereby represent that all information provided on said Verification Form shall be accurate. I agree that said Verification Form may be signed by me and/or by my minor child.
5. I accept for use “as is” the equipment listed on the Verification Form, and accept full responsibility for the care of the equipment while it is in my and/or my minor child’s possession. I will be responsible for the replacement at full retail value of any equipment rented under this form, but not returned to the shop. I agree to return all rental equipment by the agreed date in clean condition to avoid any additional charges. If any of this equipment is damaged or involved in any kind of accident, I will stop using it immediately, return it to the shop and report the accident or damage.
6. I understand that there are inherent and other risks involved in the sport of snow skiing or snowboarding, for which this equipment is to be used, that injuries are a common and ordinary occurrence of the sport, and I freely and voluntarily assume those risks.
7. **HELMET** I understand that the helmet provided cannot guarantee the user’s safety. The helmet may reduce the risk or severity of injury to certain parts of the head that are covered by the helmet, but it **DOES NOT REDUCE THE RISK** of injuries to any part of the user’s body. **I ASSUME ALL RISKS** of personal injury and/or death arising from use of helmet.
8. **ALPINE SKI** I understand that a ski-­‐binding-­‐boot system will not release or retain at all times or under all circumstances where release or retention may prevent injury or death, nor is it possible to predict every situation in which it will release or retain, and it is, therefore, no guarantee of the skier’s safety. I further understand and agree that unwanted release or retention of bindings is an inherent and assumed risk of skiing.
9. **SNOWBOARD SKI** I understand that any snowboard skiing equipment being furnished forms a part or all of a snowboard/boot/binding system which is a **NON-­‐RELEASE** system, that its use cannot guarantee the user’s safety and that this snowboard/boot/binding system **DOES NOT REDUCE THE RISK** of injuries to any part of the user’s body, and that these features are inherent and assumed risks of skiing.
10. With regard to any equipment provided under this agreement at any time during the season, we hereby **ASSUME ALL RISKS AND WE RELEASE** from any legal liability the RELEASEES from any and all responsibility or legal liability for claims asserted by anyone arising out of any injuries, illness (including but not limited to COVID-19), disability, damages or death to my child, to me or to any other person who uses this equipment, whether caused by **NEGLIGENCE** or any other cause. I further agree that neither I nor my child’s estate, heirs or assigns WILL EVER SUE the RELEASEES, and that WE WILL DEFEND AND INDEMNIFY the RELEASEES if any claim or action is pursued by anyone arising out of any injuries, illness (including but not limited to COVID-19), disability, damages or death that has any connection whatsoever to skiing, snowboarding or other activities involving the use of this equipment.
11. This agreement is governed by the applicable laws of Massachusetts and shall be enforced to the fullest extent permitted by law, but it is but it is not intended to assert any claims or defenses that are prohibited by law. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. In the event that any provision is found to be invalid, the provision shall be revised so that it is enforceable to the greatest extent possible. I agree and understand that any claim or lawsuit against the RELEASEES may be brought in the federal or state courts of Massachusetts only.

**I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT MY SIGNATURE BELOW EXPRESSLY WAIVES ANY RIGHTS TO BRING A CLAIM AGAINST OR SUE THE RELEASEES FOR INJURIES OR DAMAGES, AND THAT THIS AGREEMENT APPLIES TO THE ENTIRE SKI SEASON. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT LIMITS MY LEGAL RIGHTS AND THAT IT IS BINDING UPON ME, MY HEIRS, AND LEGAL REPRESENTATIVES.**

**Sign Date**

**Signing for minor:**

**PARTICIPANTS UNDER 18 YEARS OF AGE: AS PARENT/GUARDIAN SIGNING THIS AGREEMENT FOR THE ABOVE NAMED MINOR, I WARRANT AND REPRESENT THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT, AND I ACKNOWLEDGE AND AGREE THAT I HAVE READ THE ABOVE RELEASE OF LIABILITY AND THAT BY SIGNING THIS RELEASE ON BEHALF OF THE MINOR, I AND THE MINOR, AND OUR HEIRS AND ASSIGNS, AGREE TO BE BOUND BY ITS TERMS. WE HEREBY AGREE TO RELEASE FROM LIABILITY, FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS RELEASEES FOR ANY CLAIM OR SUIT ARISING OUT OF SAID MINOR’S USE OF THE SKI AREA, THE EQUIPMENT AND THE RESORT.**

**Sign Date**