

**MT. BRIGHTON/EPIC RESORTS AND PLYMOUTH CANTON SKI AND SNOWBOARD PROGRAM
2018-2019 RELEASE FORM**

PERSONAL INJURY/DAMAGES: I hereby release Mt. Brighton, Inc./Epic Resorts, and the Plymouth-Canton Ski Program, their member or agents and any person officially connected with Mt. Brighton, Inc./Epic Resorts and the Plymouth-Canton Ski Program, from all liabilities for any injury or damages whatsoever arising from skiing at Mt. Brighton.

WARNING: As in many sports, skiing has certain inherent risks of injury. The risks can be minimized but not eliminated by securing competent instruction and by careful observation and practice of the skier's code of responsibility. Due to continuously changing conditions, skiers must assume inherent risks connected with the sport.

EQUIPMENT LOSS/DAMAGE: I hereby release Mt. Brighton, Inc./Epic Resorts and the Plymouth Canton Ski Program, their members or agents, and any person officially connected with Mt. Brighton, Inc./Epic Resorts and the Plymouth Canton Ski Program from all liabilities for any loss or damage of my equipment while skiing at Mt. Brighton, transporting, loading or unloading to and from the ski site.

RENTAL EQUIPMENT: I accept for use, as is, the equipment listed and accept full responsibility for the care of the equipment package while it is in my possession. I will be responsible for the replacement of any equipment rented which is not returned to the rental area, and I acknowledge my obligation to return this equipment by the agreed time in clean condition, to avoid any additional charges. I understand and am aware that skiing is a hazardous activity. I understand that the sport of skiing and the use of the ski equipment involve a risk of injury to any and all parts of this user's body. I hereby agree to freely and expressly assume and accept any and all risks of injury to the users of this equipment while skiing. I understand that the ski equipment being furnished form a part of all of a Ski-Binding-Boot system which will not release at all times or under all circumstances, and that it is not possible to predict every situation in which it will or will not release, and that its use cannot guarantee this user's safety or freedom from injury while skiing. I further agree and understand that this Ski-Binding-Boot system may reduce but does not eliminate the risk of all injuries to the lower portion of this user's leg. However, I agree and understand that this Ski-Binding-Boot system may NOT reduce the risk of injuries to this user's knees or any other parts of this user's body. In consideration of all of the above and also in consideration of the equipment being rented to me or at my request, I hereby release from any legal liability Mt. Brighton, Inc./Epic Resorts and its owners, agents, employees, and Plymouth Canton Ski Program, their member or agents, from any and all liability including but not limited to their negligence, for damage and injury or death to myself or to any person or property resulting from the selection, installation, adjustment, maintenance or use of said equipment, and for any claim based upon negligence, breach of warranty (both express and implied warranties of merchantability of fitness of purpose), contract, claim or product defect, or other legal theory, accepting myself, the full responsibility for any and all such damages or injury which may result. I have made no misrepresentation to the rental department regarding my height, weight, age, skier classification, or any information which they have requested of me related to the rental and/or use of the equipment. All instructions on the use of this rental equipment have been made clear to me and I do understand the function of this equipment. I verify that the visual indicators on my bindings correspond to the settings as show on the rental agreement form.

As the parent or legal guardian of the minor skier _____, in further consideration of the equipment being rented to me for the minor skier, I agree to fully indemnify and hold harmless Mt. Brighton, Inc./Epic Resorts and Plymouth Canton Ski Program and their agents, owners and employees in the event a lawsuit is brought on behalf of the minor skier against the aforementioned for damage and injury or death resulting from the selection, installation, adjustment, maintenance or use of this equipment and for any claim based upon negligence, breach of warranty (both express and implied warranties of merchantability or fitness or purpose), contract, claim or product defect, or other legal theory.

SKIER NAME: _____ **DATE:** _____

PARENT/GUARDIAN SIGNATURE: _____ **DATE:** _____