

**MYSTIC MINER AT DEER MOUNTAIN
EQUIPMENT RENTAL FORM**



DATE: _____
 NAME: _____
 PHONE: (____) _____
 ADDRESS: _____
 CITY: _____ STATE _____ ZIP CODE: _____
 DRIVERS LICENSE # _____

HEIGHT: _____ FT. _____ IN. WEIGHT: _____ SHOE SIZE: _____ AGE: _____ SEX: M F
 SKI ABILITY: (CIRCLE ONE) BEGINNER INTERMEDIATE ADVANCED
 SNOWBOARD: (CIRCLE ONE) REGULAR GOOFY

I am responsible for the FULL value of any loss of equipment, regardless of fault, including repair and/or replacement of damaged, loss, misplaced, or stolen equipment (or damage due to negligence).

WARNING AND BINDING EQUIPMENT ACKNOWLEDGEMENT

All information I have provided for this form is true and correct. I will not use the equipment provided under this agreement until I have received instructions and understand its use and function. The binding system cannot guarantee the user's safety. In downhill skiing, the bindings system will not release at all times or under all circumstances where release may prevent injury or death, nor it is possible to predict every situation in which it will release. In snowboarding, skiing, and in other binding systems the systems the system will not ordinarily release during use. My signature on this form affirms that I have verified that the visual indicator settings on this form (if any) agree with settings on the equipment provided to me.

LIABILITY RELEASE AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING – THIS LIMITS OUR LIABILITY

I accept for use AS IS the equipment listed on this form (if any), and accept full responsibility for care of the equipment while it is in my possession. I will be responsible for replacement, at full retail value, of any equipment rented under this form, but not returned. I agree to return all rental equipment by the agreed date in clean condition to avoid any additional charges.

I understand that recreational and other activities involve inherent and other risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death that may result from participation in recreational activities, which relate anyway to the use of this equipment, or from any other activity at this ski/recreation resort.

I AGREE TO RELEASE Union Resort LLC, dba Mystic Miner Ski Resort at Deer Mountain, it's shops, employees, owners, parent companies, affiliates, agents, land owners, officers, directors, and their successors in interest, and any equipment manufactures and distributors (collectively "PROVIDERS"), from all liability for injury, death, and property loss and damage that results from participation in recreational activities, is in any way related to the use of the equipment, or is related to any other activity at this ski/recreational resort including all liability that results from NEGLIGENCE of PROVIDERS or any other person or cause.

I further agree to DEFEND and INDEMNIFY providers for any loss or damage arising from claims or lawsuits for personal injury, death, and property loss and damage related to use of this equipment, participation in recreational activities, the use of lifts, or from other activities at this ski/recreational resort. I authorize PROVIDERS to administer first aid, as they deem necessary. I authorize my transportation to a medical facility at my expense, if deemed necessary by PROVIDERS.

I acknowledge this agreement is governed by the applicable laws of this state. I further agree that any action involving parties or issues relating to or arise out of this agreement must be instituted and prosecuted in the courts located in this county. If any provisions of this agreement are determined to be unenforceable, all other provisions shall be give full force and effect.

I understand that a rental helmet is available for myself and/or my child(ren). I acknowledge that no helmet can protect the wear against all possible for foreseeable impacts and injuries to the head. Reasonable foreseeable impacts may exceed the capabilities of the helmet to protect against injury. The helmet is designed to offer added protection to the head and cannot guard against neck, spine or other bodily injuries that may result from a ski or snowboard accident. Therefore, I understand that the use of the helmet does not or cannot guarantee the safety of myself and/or my child(ren) and my not prevent or reduce some types of serious injuries or death.

I HAVE READ, UNDERSTOOD, AND VOLUNTARILY AGREE TO THIS AGREEMENT AND RELEASE OF LIABILITY.

SIGNATURE: _____

DATE: _____

PARENT/GUARDIAN:

I verify that I am the parent or guardian of the minor. I have authority to enter into this agreement on behalf of the minor. I agree to be bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minor's use of this equipment and the ski/recreational resort's facilities, and I agree to indemnify and hold harmless the RELEASEES from any claim brought by, or on behalf of, the minor.

Equipment	Serial No.	DIN #	Boot Size	Ski/Board	
				Sz.	Tech - In
Skis					
Boots					
Beg. Board					
Int. Board					
Adv. Board					
Helmet					