

LIABILITY RELEASE

I have received the leased equipment listed on the Agreement (the "Equipment") and have been instructed on its use. I also acknowledge that I have been directed to and agree to review the instructions and video located at this URL: www.bostonskiandtennis.com/ski-seasonal-leasing/. I verify that all information provided by me (height, weight, age and skier classification) on this form is correct. If I am a parent or guardian of the person intended to use the Equipment, I acknowledge that the user details provided for the Equipment are accurate as provided. If at any time I feel the Equipment is not functioning properly, I will stop using it immediately and will return it for inspection, repair or adjustments.

I understand and agree that skiing, snowboarding and other winter sports (the "Activities") are HAZARDOUS activities, that INJURIES from various causes are an INHERENT RISK of participating in these activities and that injuries to any or all parts of my body are a common and ordinary occurrence during and resulting from these activities. **I freely accept and assume all risks and liability from injury or death that may occur from using the Equipment.**

ALPINE SYSTEMS: I have confirmed that the visual release indicators on the alpine ski bindings are the same as those indicated on this form. I understand and agree that alpine ski/boot/binding systems CANNOT RELEASE OR RETAIN in all situations where release or retention may prevent injury, that they therefore CANNOT GUARANTEE MY SAFETY, and that undesired release or retention are inherent risks of skiing.

SNOWBOARDS: I understand that the binding systems are NOT INTENDED TO RELEASE in a fall or upon impact.

HELMETS: While I am NOT renting a helmet under this agreement, I understand the need and importance to wear a properly fit helmet and agree to do so for my safety. Obtaining a helmet proper is my sole responsibility and obligation.

To the fullest extent allowed by law, I hereby agree to RELEASE FROM LIABILITY, and to INDEMNIFY AND HOLD HARMLESS, East Basin Sports Inc d/b/a Boston Ski + Tennis, and all other manufacturers and distributors of the Equipment leased by me under this Agreement, and all of their owners, agents, employees and employers for any injuries, damages or death related to the use of the Equipment. I FURTHER AGREE NOT TO MAKE ANY CLAIM OR SUE FOR INJURIES OR DAMAGES RELATING IN ANY WAY TO THE USE OR POSSESSION OF THE EQUIPMENT, whether such claim is based on negligence, breach of warranty, product defect or any other theory or reasoning. I accept this Equipment in its AS IS condition with no warranties, express or implied. These waivers and obligations extend to my heirs and assigns.

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT which supersedes any and all other agreements or representations by or between the parties. This agreement shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but it is not intended to assert any claims or defenses which are prohibited by law. If any part of this agreement is deemed void or unenforceable, the remainder of the agreement shall be given full force and effect. This agreement shall be enforced in and construed, in accordance with the laws of the Commonwealth of Massachusetts.

I have read, understand, and agree to the contents contained in this Agreement. **If this equipment is to be used by someone other than me, I certify that I am signing this Agreement as that person's agent, parent or legal guardian and that I will provide this form to the user of the Equipment.**

Signature of Responsible Party Leasing Equipment: _____ Date _____

Printed Name of Responsible Party Leasing Equipment: _____