

# Summer Equipment Rental Risk Awareness / Liability Release



## LIABILITY RELEASE, RESPONSIBILITY AND CONSENT AGREEMENT

**Names: Self, plus all minors you are signing for:**  
(You must be parent and / or Legal Guardian)

1. \_\_\_\_\_ Age \_\_\_\_\_
2. \_\_\_\_\_ Age \_\_\_\_\_
3. \_\_\_\_\_ Age \_\_\_\_\_
4. \_\_\_\_\_ Age \_\_\_\_\_
5. \_\_\_\_\_ Age \_\_\_\_\_

### Legal Address of Primary user or Parent / Guardian

Street \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Email Address \_\_\_\_\_

Gunstock Site # OR Local Accommodations OR Group Name

**Emergency contacts or Group Leaders**

\_\_\_\_\_ Phone/Cell# \_\_\_\_\_  
\_\_\_\_\_ Phone/Cell# \_\_\_\_\_

**Driver's License Name & No.**

Exp date \_\_\_\_\_  
State \_\_\_\_\_

1. I understand that the use of Paddle Boats, Kayaks, Canoes, Rock Wall Climbing, mountain boarding, in-line skating, skate boarding, mountain biking, riding, mountain scooters, using terrain features and half-pipes, skate park elements and other alpine activities are **HAZARDOUS** Hereinafter, the ("**HAZARDOUS ACTIVITIES**") I understand that **HAZARDOUS ACTIVITIES** involve risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in the **HAZARDOUS ACTIVITIES** but not limited to: the unevenness of the surface which may contain: terrain features, half-pipes, rocks, bumps, ruts, stumps, the steepness of the terrain, collisions with other trail users, trees, poles or objects. I understand that Gunstock Mountain Resort is not responsible for my safety. I further acknowledge that becoming airborne while using terrain features and/or half-pipes is a common and ordinary occurrence and may constitute additional risk or serious **injury and/or death**.
2. I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in these **HAZARDOUS ACTIVITIES** or related activities, or while present on Gunstock Area premises, and I agree to **RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND** and **HOLD HARMLESS** Gunstock Mountain Resort, its parent companies, owners, directors, officers, agents, employees, land owners, as well as the equipment manufacturers and distributors, if any (hereinafter "**RELEASEES**") from any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in these **HAZARDOUS ACTIVITIES**, related activities, or my use of the Gunstock Mountain Resort trail system, its equipment, or any equipment, or Gunstock premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused.
3. **I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEY'S FEES FOR DAMAGE AND PERSONAL INJURY TO**

3. **ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. 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.**
4. I accept for use **AS IS** the equipment listed on this form, 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.
5. I voluntarily agree to expressly assume all risks of injury or death that may result from participation in recreational activities which relate in any way to the use of this equipment, or from any other activity at this recreational area.
6. I realize that it is **mandatory** that I wear a helmet at all times while using bikes, boards, and while in the Skate Park. I understand that the helmet provided with the necessary equipment to protect against certain injuries, and I agree to wear it. I realize that it is mandatory that I wear a life preserver while using paddle boats, kayaks, river tubes, and canoes. I further agree and understand that these items do **NOT ELIMINATE THE RISK** of injury to the user's body.
7. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of New Hampshire. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims, which I may bring against the **RELEASEES**, shall be submitted to the jurisdiction of the state or federal courts of the State of New Hampshire and that no claims against the **RELEASEES** shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.
8. I hereby give permission for Gunstock Mountain Resort to use still or video images of me or my children in promotional materials.

**I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS AGREEMENT AND RELEASE OF LIABILITY.**  
**PARTICIPANT SIGNATURE: (18 or older)**

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**If participant is under 18 years of age:** As a parent/guardian of the minor participant named above, I acknowledge and agree that I have read the foregoing release and that by signing this release on behalf of the minor, the minor and I agree to be bound by its terms.

**PARENT / AUTHORIZED SIGNER / GUARDIAN SIGNATURE:**

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_

(Gunstock use only) Clerk \_\_\_\_\_

1 Day \_\_\_\_\_ 3 Day \_\_\_\_\_ 4Day \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_