



GROUP RENTAL AGREEMENT

Cashier / Location:

- Ski Package Snowboard Package Helmet
 Only Ski Poles Only Snowboard Boots

Group Name: Cherrydale Church Trip Date(s): 02 / 24 / 2024 - 02 / 24 / 2024

Last Name _____ First Name _____
Address _____ City _____ State _____ Zip _____

Shoe Size (circle gender)		Male / Female	Shoe Size: _____
Skier Type (circle I, II, or III)		I II III Cautious - Moderate - Aggressive	
Age, Weight, Height		Age: _____ Weight: _____ lbs Height: _____ ft _____ in	
Technician Use Only	Initials	Helmet #: _____ Sole Length: _____ DIN setting: _____	Make: _____ #: _____

THE FOLLOWING IS A CONTRACT BETWEEN THE ADULT(S) WHOSE INFORMATION IS LISTED ABOVE, ON BEHALF OF THE ADULT(S) AND (IF APPLICABLE) MINOR(S); AND, EVERBRIGHT PACIFIC, LLC, D/B/A WISP RESORT, AND ITS OWNERS, OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARENTS, AND AFFILIATED COMPANIES (HEREINAFTER, "WISP").

ACKNOWLEDGMENT BY ADULT(S) OF PERSONAL INFORMATION & EQUIPMENT INSTRUCTIONS

I/we (the adults listed above, hereinafter referred to as "Adult(s)") certify that the information provided above is true and correct. Adult(s) will not use any of the equipment to be provided during this transaction until Adult(s) has/have received instruction regarding its use and fully understand its use and function. Adult(s) agree(s) that, if applicable, the minor children listed above will not be permitted to use the equipment provided until they have received instruction regarding its use and fully understand its use and function. Adult(s) agree(s) to verify that the visual indicator settings recorded on this form for downhill ski equipment agree with the numbers appearing in the visual indicator windows of the equipment provided. If at any time Adult(s) feel(s) the equipment is not functioning properly, Adult(s) will stop using it and/or direct minors to stop using it, and return it for inspection, repair or adjustments.

HOLD-HARMLESS, RELEASE OF LIABILITY & AGREEMENT NOT TO SUE

PLEASE READ CAREFULLY BEFORE SIGNING. THE CONDITIONS OF THIS CONTRACT WILL PREVENT YOU FROM SUING WISP. IF YOU DO NOT AGREE WITH THESE CONDITIONS THEN DO NOT USE THE EQUIPMENT.

Adult(s) understand(s) and is/are aware that all forms of Alpine, Nordic and snowboard skiing, including the use of lifts, load and unload areas, (hereinafter, "the activities") are **dangerous sports**. These risks include but are not limited to, variations in snow, steepness and terrain, trail side drop-offs, ice and icy conditions, moguls, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare spots, lift towers, utility lines, pipes, poles and guy wires, snowmaking and grooming equipment and component parts, trail fences and control nets and the absence of such fences and nets, rails, jumps, terrain park features and other forms of natural or man-made obstacles on and/or off designated trails, the negligence of WISP, as well as collisions with equipment, obstacles or other skiers. In addition, trail conditions vary constantly because of weather changes and skier use. These are some of the risks of the activities. All of the inherent and other risks of the activities present the risk of serious and/or fatal injury.

Adult(s) understand(s) that the skiing equipment/boot/binding system **cannot release** in all situations where release may prevent injury, that it is not possible to predict every situation where it will or will not release, and therefore it **cannot guarantee** safety. In snowboarding, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation. These are only some of the risks of the activities. All of these and other risks of the activities present the risk of serious and/or fatal injury.

Adult(s) accept(s) for Adult(s) and on behalf of minor(s) the use of the above outlined ski equipment, as is, with no warranties, express or implied, and accept(s) full responsibility for its care while Adult(s)/minor(s) possession.

Adult(s) agree(s) to assume the risk of injury for Adult(s) and (if applicable) for minor(s) while participating in the activities even if the ski equipment itself is defective. Adults(s) will be responsible for the replacement, at full retail value, of any equipment rented under this agreement, which is not returned to this location by the agreed date.

In consideration for renting equipment and using WISP facilities, Adult(s), on behalf of Adult(s), minor(s), heirs, executors, or assigns, hereby unconditionally release(s) from all liability WISP, and the equipment manufacturers, distributors, sellers and renters, of and from any claims for losses of any kind, including but not limited to damages for injuries or death resulting from participating in the activities or resulting from WISP's negligence. This provision includes any loss or injuries that result from damages related to the use of the ski equipment or the ski lifts. Adult(s), on behalf of Adult(s), minor(s), heirs, executors, or assigns, also hereby agree(s) to indemnify, hold harmless and defend WISP from any losses of any kind whatsoever a third party may suffer, as a result of Adult(s) and (if applicable) minor(s) participation in the activities.

In the event that Adult(s) file(s) a lawsuit against **WISP**, either on Adult(s) own behalf or on behalf of minor(s), Adult(s) agree(s) to do so solely in Garrett County, Maryland, and further agree(s) that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

I have read the above Contract and Release of Liability agreement and fully understand it. I understand that skiing is a purely voluntary activity. I understand that I am free not to participate in skiing and can reject this Release of Liability on behalf of myself and my minor children, but I have voluntarily chosen to sign it.

ADULT SIGNATURE: _____ DATE: _____

PARENT OR GUARDIAN SIGNING FOR MINOR(S): I verify that I am the parent or guardian of the minor(s), that I have authority to enter into this agreement on behalf of the minor(s) and that I agree that the minor(s) will be bound by the terms and conditions of this agreement.

PARENT OR GUARDIAN SIGNATURE: _____ DATE: _____