

Kennebunkport

Adult Participant _____ Age _____
Address _____
City _____ State _____ Zip _____
Home Phone _____ Emergency Phone _____
Insurance Company/Policy Number _____
Medical Alert (i.e. drug allergies, seizures, etc.) _____

I, _____, agree to participate in the 2016-2017 Kennebunkport ski program at Shawnee Peak and agree to assume all responsibility in case of accident.

For myself, the undersigned agrees and understands that skiing is a hazardous activity, which may result in injury during my participation in the Kennebunkport Ski program. Trail conditions vary constantly because of weather changes and skier use. Natural and manmade obstacles, including other skiers may exist. Participants in the program are solely responsible for their speed and direction at any given time. Enrollment in the program shall not in any way eliminate the inherent risks in snow skiing. In consideration of my participation in the program, I hereby assume all risks in connection with my participation in such activities and hereby release, indemnify, forever defend and hold harmless Shawnee Peak Holdings LLC, and Kennebunkport ski program, along with their representatives, agents, affiliates, officers, directors, servants, employees, successors and assigns from all liability for any injuries, damages, claims or actions, in law or in equity, and from all claims by myself, my family, estates, heirs and assigns arising in any way, directly or indirectly, from my participation in the Kennebunkport ski program at Shawnee Peak.

The undersigned further authorizes anyone working at Shawnee Peak to call for such medical care for myself and to call for transportation to the appropriate clinic or hospital if, in the opinion of anyone working at Shawnee Peak, medical attention is needed. The undersigned agrees that upon calling for such medical care that the responsibility of Shawnee Peak Holdings LLC shall not have any further responsibility. **I further authorize the attending physician to administer any necessary medical attention in the event that an emergency contact person cannot be reached at the above telephone number(s).**

The undersigned, assumes and understands that skiing is a hazardous sport; that bare spots, variations in snow, ice and terrain along with bumps, moguls, stumps, forest growth, debris, rocks and other hazardous obstacles exist within a ski area. In skiing at the area such dangers are recognized and accepted whether they are marked or unmarked. The undersigned realizes that falls and collisions are common and injuries do result, and therefore assumes all the burden of all risks associated with skiing.

I have carefully read the foregoing release language and completely understand its contents. I SIGN THIS DOCUMENT FOR MYSELF AS AN INDIVIDUAL.

Participant's
Signature: _____ Date: _____

PLEASE READ AND SIGN THE OTHER SIDE OF THIS FORM

Kennebunkport

Student/Child Name _____ Age _____
Parent/Guardian Name _____
Address _____
City _____ State _____ Zip _____
Home Phone _____ Emergency Phone _____
Insurance Company/Policy Number _____
Medical Alert (i.e. drug allergies, seizures, etc.) _____

I give (Student/Child Name) _____ permission to participate in the 2016-2017 Kennebunkport ski program at Shawnee Peak and agree to assume all responsibility in case of accident.

For myself and for the child, the undersigned agrees and understands that skiing is a hazardous activity, which may result in injury to my child or myself during his/her/my participation in Kennebunkport ski program. Trail conditions vary constantly because of weather changes and skier use. Natural and manmade obstacles, including other skiers may exist. Participants in the program are solely responsible for their speed and direction at any given time. Enrollment in the program shall not in any way eliminate the inherent risks in snow skiing. In consideration of myself or my child being permitted to participate in the program, I hereby assume all risks in connection with myself or my child's participation in such activities and hereby release, indemnify, forever defend and hold harmless Shawnee Peak Holdings LLC, and Kennebunkport ski program along with their representatives, claims or action, in law or in equity, and from all claims by me, my child my child's estate, my family, estates, heirs and assigns arising in any way, directly or indirectly, from my child's participation in the Kennebunkport ski program at Shawnee Peak.

The undersigned further authorizes anyone working at Shawnee Peak to call for such medical care for the child and to call for transportation of the child to the appropriate clinic or hospital if, in the opinion of anyone working at Shawnee Peak, medical attention is needed for the child. The undersigned agrees that upon calling for such medical care that the responsibility of Shawnee Peak Holdings LLC shall not have any further responsibility for the child. **We further authorize the attending physician to administer any necessary medical attention in the event that we cannot be reached at the above telephone numbers.**

The undersigned, for myself and my child, assumes and understands that skiing is a hazardous sport; that bare spots, variations in snow, ice and terrain along with bumps, moguls, stumps, forest growth, debris, rocks and other hazardous obstacles exist within a ski area. In skiing at the area such dangers are recognized and accepted whether they are marked or unmarked. The undersigned realizes that falls and collisions are common and injuries do result, and therefore assumes all the burden of all risks associated with skiing. The undersigned understands that children, while skiing in group lessons, may ride the chairlift with a ski instructor or other children, the general public or by themselves.

I have carefully read the foregoing release language and completely understand its contents. **I SIGN THIS DOCUMENT FOR MYSELF AS AN INDIVIDUAL AND AS A PARENT OR GUARDIAN OF THE CHILD.**

Parent/Guardian

Signature: _____ Date: _____

PLEASE READ AND SIGN THE OTHER SIDE OF THIS FORM

SHAWNEE PEAK SKI AREA

Program/School Name _____

MULTI-WEEK EQUIPMENT RENTAL FORM

Program Day _____

Participant

Name _____
LAST FIRST MI.

Address _____

City _____ State _____ Zip _____

Phone (____) _____ Male _____ Female _____

E-Mail Address _____

Skis / Boots / Poles / Helmet	Group # _____	Student # _____
Snowboard / Boots / Helmet	_____	_____
Skiboards / Boots / Helmet	Late Fee _____	
Height _____ ft _____ in	Weight _____ lbs	
Head/Helmet Size _____ cm	Age _____	
Street Shoe Size _____ M/ W / C		
SKIER TYPE (circle one)	SNOWBOARD STANCE	
1 2 3 other _____ OR	Regular / Goofy	
(see chart on back of form)	(Left foot forward / Right foot forward)	

Acknowledgment of Personal Information & Equipment Instructions

- I have accurately represented the above listed information and it is true and correct.
- I understand that an authorized designee will ensure that the user receives instruction on the use of his/her equipment and fully understands its use and function before use at each session of the multi-week program.
- I understand that at each session an authorized designee will verify that the track and visual indicator settings recorded on the downhill skier's multi-week rental form, for downhill ski equipment, and skiboards equipped with release bindings, agree with the numbers in the visual indicator windows of the equipment listed on said form and any attachments.

Equipment User's Signature

Parent/Guardian Signature (if under age 18)

BOOT SIZE	BOOT #	HELMET SIZE	HELMET COLOR / #	DATE
SKI/SNOWBOARD SIZE	INVENTORY #	TRACK SETTINGS	VISUAL INDICATOR SETTINGS	TECH'S INIT

LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE PLEASE READ CAREFULLY BEFORE SIGNING

- I agree upon behalf of the skier that he/she will accept for use, as is the equipment to be rented to him/her, and accept full financial responsibility for the care of the equipment while it is in his/her possession.
- I will be responsible for the replacement at full retail value of any equipment rented under this form, but not returned to the rental facility.
- I agree the user will return all rental equipment by the agreed date(s) in clean condition to avoid any additional charges.
- I understand that the binding system cannot guarantee the user's safety. In downhill skiing and skiboarding with skiboards equipped with release bindings, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding, cross-country skiing, skiboarding with skiboards equipped with non-release bindings, snowshoeing and other sports utilizing equipment with non-release bindings, 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.
- I understand that the sports of skiing, snowboarding, skiboarding, snowshoeing and other sports (collectively 'RECREATIONAL SNOW SPORTS') 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 these RECREATIONAL SNOW SPORTS, or which relate in any way to the use of this equipment.
- I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn.
- I understand and am aware that no helmet can protect the wearer from all impacts.
- To the fullest extent allowed by the law, I hereby agree for myself, or anyone on my behalf to RELEASE AND HOLD HARMLESS Shawnee Peak Holdings, LLC, its employees, owners, affiliates, agents, officers, directors and the equipment manufacturers and distributors and their successors in interest (collectively 'PROVIDERS'), from ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY for injury, death, property loss or damage which results from the user's participation in the RECREATIONAL SNOW SPORTS for which the equipment is provided, or which is related in any way to use of this equipment, including all liability which results from the NEGLIGENCE of PROVIDERS, directly or indirectly, or any other case, person or claim.
- I PROMISE NOT TO SUE PROVIDERS, and to DEFEND AND INDEMNIFY them for any loss or damage, including any that results from claims or lawsuits for personal injury, death or property loss or damage related in any way to the use of this equipment. Should any claim or action be asserted in contravention to this agreement, I or my successors shall be liable for all expenses, INCLUDING LEGAL FEES, incurred by the Providers defending against such claim or action.
- This agreement is governed by the applicable law of the State of Maine and any claim or action shall be submitted only to the jurisdiction of the State or Federal Court in the State of Maine. It is not intended to assert any claims or defenses that are prohibited by law. If any part of this agreement is held to be invalid or unenforceable, the remainder shall be given full force and effect.

I UNDERSTAND THAT THIS RENTAL AND LIABILITY RELEASE AGREEMENT WILL BE USED FOR THE ENTIRE MULTI-WEEK PROGRAM THAT I OR THE USER IS ENROLLED IN AT SHAWNEE PEAK SKI AREA. THE EQUIPMENT ISSUED ON EACH TRIP WILL BE ADJUSTED TO THE SPECIFICATIONS PROVIDED ON THIS FORM AND ANY EQUIPMENT EXCHANGE FORMS ATTACHED TO IT DURING THE MULTI-WEEK RENTAL PROGRAM.

I HAVE CAREFULLY READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE. I UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT.

User's Signature: _____ Date: _____

I verify that I am the parent, guardian or age of the equipment User and that I have the authority to enter into this agreement on behalf of the Equipment User. I have read, understood and agree to be bound by the terms of this LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE. Furthermore, if any claim or action is brought in contravention to this agreement, including any claim alleging NEGLIGENCE, I agree to INDEMNIFY AND HOLD HARMLESS AND DEFEND PROVIDERS, INCLUDING LEGAL FEES, and any DAMAGES for which they may be adjudged legally liable to pay.

Parent/Guardian Signature: _____ Date: _____

There are elements of risk in skiing and riding that common sense and personal awareness can help to reduce. Please read the following code and additional guidelines to ensure a winter of safe skiing and riding fun for everyone.

Shawnee Peak Skiers and Riders Responsibility Code

1. Ski and ride under control and in such a manner that you can stop or avoid other skiers or objects.
2. When skiing downhill or overtaking another skier, you must avoid the skier below you.
3. You must not stop where you obstruct a trail or are not visible from above.
4. When entering a trail or starting downhill, yield to others.
5. All skiers shall use devices to help prevent runaway skis or snowboards.
6. You shall keep off closed trails and posted areas and observe all posted signs.
7. If not familiar with use of lifts, ask attendant for instructions.

In addition to the code please remember:

- Ski at a safe and responsible rate of speed at all time, especially on crowded trails, on beginner trails, or in congested areas.
- Avoid skiing in packs.
- Always use appropriate language and behavior. Always treat others with respect.
- Always use safety bars when on lifts.
- Tickets, coupons, vouchers or passes are not transferable and may not be given or sold to others at any time.

I have read the above guidelines and fully understand my responsibility to adhere to them while at Shawnee Peak. I further understand that any violation of the above guidelines may result in the loss of my skiing or riding privileges without notice or refund.

Signature of Program Participant: _____

Signature of Parent/Guardian: _____
(If participant is under 18)