

# LIBERTY MOUNTAIN RESORT ICE SKATING RELEASE OF LIABILITY & RENTAL AGREEMENT

Please Print: \_\_\_\_\_  
NAME OF FIRST INDIVIDUAL, OR PARENT/GUARDIAN DATE

ADDRESS: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

AGE: \_\_\_\_\_ SHOE SIZE: \_\_\_\_\_ TECH USE – MODEL: \_\_\_\_\_ HELMET: \_\_\_\_\_ (initial if declined)

## Additional Participants:

- |    |              |       |           |
|----|--------------|-------|-----------|
| 1. | _____        | _____ | _____     |
|    | PRINTED NAME | AGE   | SHOE SIZE |
| 2. | _____        | _____ | _____     |
|    | PRINTED NAME | AGE   | SHOE SIZE |
| 3. | _____        | _____ | _____     |
|    | PRINTED NAME | AGE   | SHOE SIZE |
| 4. | _____        | _____ | _____     |
|    | PRINTED NAME | AGE   | SHOE SIZE |

TECH USE: _____	
MODEL _____	HELMET (initial if declined) _____
MODEL _____	HELMET (initial if declined) _____
MODEL _____	HELMET (initial if declined) _____
MODEL _____	HELMET (initial if declined) _____

### NOTICE OF RISK

I, the undersigned, do hereby understand and agree that the recreational sport of ice skating contains inherent and other risks that could lead to serious injury or death. These risks include but are not limited to: slips, trips, falls, collisions with other skaters or spectators; collisions with associated equipment, and variations in the ice surface.

I further agree to inspect the facility and all associated equipment prior to any use of the same. I agree to read, understand, follow or ask for explanation of all the rules and policies. I understand that I can ask for and will receive instructions on the use of the facility prior to any use of the same. **I accept for use, AS IS, the skating facility, skates and other associated equipment.**

### ASSUMPTION OF RISK

Understanding, acknowledging and agreeing to all of the risks involved, **I hereby agree on behalf of myself and my dependents to expressly and voluntarily accept and assume all risks involved in the sport of ice skating.**

### RELEASE OF LIABILITY

In consideration of being allowed to use the facility at Liberty, **I HEREBY AGREE NOT TO SUE AND TO RELEASE, SKI LIBERTY OPERATING CORP., SNOW TIME, INC., AND PEAK RESORTS, INC., AS WELL AS THEIR AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY RELATED TO INJURY, PROPERTY LOSS OR OTHERWISE RELATED TO ANY PAST, PRESENT OR FUTURE USE OF THE FACILITY, REGARDLESS OF ANY NEGLIGENCE ON THE PART OF THE RESORT, INCLUDING GROSS NEGLIGENCE, IMPROPER CONDUCT OR ANY OTHER CAUSE ENFORCEABLE BY LAW. I FURTHER AGREE TO INDEMNIFY AND DEFEND THE SAME, FROM ANY CLAIM FOR LIABILITY AS A RESULT OF MY, MY CHILD'S AND/OR MY SPOUSE'S USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE.**

I agree that all disputes arising under this contract shall be litigated exclusively in the Court of Common Pleas of Adams County, PA, or in the United States District Court for the Middle District of Pennsylvania. Further, this agreement is governed by the applicable laws of the Commonwealth of Pennsylvania. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

**If I do not agree with the above, I will not use the Ice-Skating facility.**

I, the undersigned have read, understand and agree to be legally bound by the above release agreement.

\_\_\_\_\_  
Signature of Individual/1st Person or Signature of Parent/Guardian if under 18 years of age. Date

Signature of one Parent/Guardian binds both Parents/Guardians concerning any loss(es) they might have.

\_\_\_\_\_  
Signature of Additional Family Member over 18 years of age. Date

\_\_\_\_\_  
Signature of Additional Family Member over 18 years of age. Date