MOUNT SUNAPEE
Route 103 PO Box 2021
Newbury, NH 03255
(603)763-3500

EVOLUTION BIKE PARK
RENTAL & LIABILITY FORM

Today's Date:__________

Bike #: ____________________

Last Name: __________ First: __________

Driver's License #:______________________________ Phone #: ______________________

Home St. Address:______________________________ City:__________________State: ____Zip: __________

Email:______________________________ **Weight**:______ lbs. **Height**:___ft.___in. **Birthday**:____________
mm dd yyyy

WHAT PACKAGE ARE YOU PURCHASING & WHAT EQUIPMENT WILL YOU BE RENTING TODAY (IF APPLICABLE)?

- ☐ Trail Pass Only
- ☐ Trail Pass w/bike rental
- ☐ Trail Pass Season Pass
- ☐ 2-hour
- ☐ 4-hour
- ☐ Full Day
- ☐ Helmet
- ☐ Protective Pads
- ☐ Mountain Bike -

MOUNTAIN BIKING SKILL LEVEL (PLEASE CHECK ONLY ONE)

- ☐ I am a beginner to Mountain Biking and am cautious when riding.
- ☐ I am an intermediate Mountain Biker and have experienced downhill mountain biking before.
- ☐ I am an advanced Mountain Biker and have numerous hours of experience.

Equipment Damage Waiver

☐ **Accept** ☐ **Decline**

This damage waiver applies to equipment breakage **only**, not lost, misplaced, or stolen equipment. If the damage waiver is rejected, the renter will absorb the cost of repairing any damaged equipment. Any lost, misplaced, or stolen equipment shall be replaced by the renter. Does not cover negligent use or theft.

EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING

1. I accept for use AS IS the equipment listed on this form, and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at full Retail Value of any equipment rented under this form, but not returned to Mount Sunapee Resort. I agree to return all rental equipment by the agreed date in clean and undamaged condition (ordinary wear and tear excepted) to avoid any additional charges. There will be a late charge if equipment is not returned within 30 minutes after lifts close for Mountain Biking. Payment will be made in advance for the term rental and no refund will be awarded. Suitable positive identification will be held by Mount Sunapee Resort until the rented equipment is returned. I understand and agree that these features of my equipment are inherent risks of the sport. I understand that the sport of mountain biking, and other recreational activities involve inherent risks of INJURY and DEATH. I voluntarily agree to expressly ASSUME ALL RISKS of injury or death that may result from mountain bike use, or which relate in any way to the use of this equipment.
HELMET: I understand that no helmet can protect the user from all foreseeable impacts or injury. However, for maximum protection, the helmet must fit snugly and the retention system must be fastened securely at all times. I acknowledge that the helmet has been properly fitted to me, that all instruction on the use of the helmet has been made clear and that I understand the function of the helmet. If the helmet experiences an impact, it should be returned to the Rental Shop for inspection.

I understand that participating in downhill moutain biking, the use of mountain bikes, including rentals and lessons, other mountain bike attractions and their associated equipment and facilities, as well as my presence on the premises are **HAZARDOUS ACTIVITIES**. I understand that participating in downhill mountain biking involves risk of injury to any and all parts of my body and/ or death. I understand that there are numerous risks and dangers inherent in these activities, including but not limited to: the use of passenger tramways, uneven ground, rocks, snow and ice, tall and slippery grass, bumps and ruts, steep terrain, the configuration of the downhill mountain biking trails, slipping or falling and other downhill mountain biking attractions, impacting objects or being impacted by objects or people, equipment malfunction, and equipment misuse by either participants or employees of Mount Sunapee Resort ("MSR"). There are also natural, mechanical and environmental conditions and risks associated with downhill mountain biking activities, which independently or in combination with my actions, or the actions of others may cause severe or even fatal injuries. I agree that I alone am responsible for my safety while participating in these activities. I understand that having a MSR employee present does not lessen the amount or severity of the risks of participation downhill mountain biking. I understand that MSR is not responsible for my safety. I understand and accept that minor injuries may become life-threatening emergencies when alone or away from others, or convenient facilities.

2. I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in this activity.

3. For and in consideration of my payment for and permission to use MSR's downhill mountain biking, I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in this activity or related activities, or while present on MSR's premises, and I hereby RELEASE Mount Sunapee Resort; The Sunapee Difference, LLC; Resort Asset Management, LLC; Triple Peaks, LLC; CLP Mount Sunapee, LLC; Ski Resort Holdings LLC; the State of New Hampshire; and the downhill mountain biking equipment manufacturers and distributors; and, each of their direct and indirect parent companies, subsidiaries, affiliates, partners, members, managers, agents, employees, directors, shareholders, and officers (hereafter"RELEASEES") from any claims of legal liability including NEGLIGENCE, for personal injury or death or property damage which results in any way from use of the RELEASEES' downhill mountain biking trails, passenger tramways, equipment, facilities and premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused.

4. **I AGREE TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS OR SUITS, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF THEIR NEGLIGENCE THAT IS THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.**

5. I understand that this agreement is binding upon my heirs, executors, administrators, and assigns and is governed by the applicable laws of New Hampshire. I 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 that I may bring against the **RELEASEES** shall be filed only in the state or Federal Courts in New Hampshire. I agree that there have been no warranties, expressed or implied, which have been made to me.

6. I consent to the use of any images or audio of me, my child or ward obtained by **RELEASEES** in connection with these activities, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.

7. I authorize the **RELEASEES** and/or their authorized agents to call for medical care or to transport to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree to pay all costs associated with such medical care and related transportation.

8. **I have read the above paragraphs and fully understand them. I understand that this is a LIABILITY RELEASE, which will legally prevent me or any other person from filing suit or making any claim for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I have made no misrepresentations to RELEASEES regarding my name, age, height, weight, or medical condition. I intend this document to be interpreted as broadly as permissible by New Hampshire law and understand that it is not intended to assert any claim or defense prohibited by law.**

I UNDERSIGNED, HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT. If this equipment is to be used by someone other than me, I certify that I am acting as agent for the user and that I will provide this form and all pertinent warnings and information to the user.

Print Participant's Name:______________________________**Signature:**______________________________ **Date:**__________________

If Under 18 Years: Print Minor's Name(s)____**Date of Birth:**__________________

As parent/ guardian signing this Liability Release agreement for the above named minor(s), I acknowledge and agree that I have read the above document, and that by signing this document on behalf of the minor(s), I agree to be bound by its terms. I hereby certify that I have full authority to act as his/her legal guardian and in that capacity, I hereby release the RELEASEES for any claim or suit arising out of said minor's participation in the activity or said minor's presence on RELEASEES premises.

Print Parent/Guardian Name:______________________________**Signature:**______________________________**Date:**__________________