

2019 ESSC RENTAL EQUIPMENT FORM

Rental Fee must be attached to this form and returned to school by November 20, 2018
ESSC rental equipment is available for those who do not have their own equipment. Equipment is distributed in mid-December and **MUST** be returned on Snow Day (3/7/19). If you are unable to afford the rental fee, please ask your school rep or child's teacher for a fee waiver.

Rental Fee \$60.00

___ Enclosed is my check payable to ESSC

___ I made my payment online at www.easternslopeskiclub.org, confirmation # _____
_____ attached printed receipt

RENTAL PARTICIPANT INFORMATION

Complete all blanks – information is required for binding settings

Last Name: _____ First Name: _____

School: _____ Age: _____ Grade: _____

Height: _____ Weight: _____ Shoe Size: _____ Gender: _____

Discipline: ___ Alpine ___ Snowboard ___ Nordic

Skier Type: (*alpine only, use chart below*) ___ Type I ___ Type II ___ Type III

Determining your skier type is your responsibility:

Your skier type, height, weight, age, and boot sole length are used by the shop technician to determine the release/retention settings for your bindings. Consult these descriptions to select your classification. Be sure to provide accurate information. Errors may increase your risk of injury.

TYPE I

Cautious skiing on smooth slopes of gentle to moderate pitch

Skiers who designate themselves as Type I receive lower than average release/retention settings. This corresponds to an increased risk of inadvertent binding release in order to gain releaseability in a fall. This type also applies to entry-level skiers uncertain of their classification.

TYPE II

Skiers not classified as Type I or Type III

Skiers who designate themselves as Type II receive average release/retention settings appropriate for most recreational skiing.

TYPE III

Fast skiing on slopes of moderate to steep pitch.

Skiers who designate themselves as Type III receive a higher than average release/retention setting. This corresponds to decreased releaseability in a fall in order to gain a decreased risk of inadvertent binding release.

If from experience, you have been dissatisfied with the release/retention settings that result from your skier classification, mention this to your binding technician.

TURN OVER TO SIGN RENTAL RELEASE

No equipment will be issued without a signed parental release

FOR USE OF RENTAL TECHNICIAN - DO NOT WRITE IN THIS AREA

Boot ID #: _____ Boot Sole Length: _____ Boot Fitter: _____

Ski/SB ID #: _____ Din Setting: _____

Rental Tech Initials: _____ Renter Initials: _____

ESSC RENTAL EQUIPMENT PARENTAL RELEASE

WARNING: Be aware that a ski-boot binding system will not release at ALL times or under ALL circumstances where releases may prevent injury or death nor is it possible to predict every situation in which it will release, and it is, therefore, no guarantee of your safety. The use of any ski equipment is an inherent risk of the sport. All forms of Alpine Skiing, Nordic Skiing, Snowboarding and all related activities are hazardous. Falls and injuries are common occurrence therefore requiring the deliberate and conscious control of your physical body through proper use of equipment in relation to ever-changing variables and dangers. Safety is directly affected by your judgment in the severe elements of rough, high mountain forest terrain.

Ski and snowboard only within your own ability. Be alert to continually changing weather, visibility and surface conditions and other inherent risks including but not limited to existing and changing snow conditions, such as ice, hard pack, powder, packed powder, slush, granular, corn, crust, cut-up and machine-made snow, surface or subsurface conditions such as dirt, grass, bare spots, forest growth, rocks, stumps, trees and other natural objects and collisions with or falls resulting from such man-made objects such as lift towers and components thereof, lifts, sign posts, fences, mazes, or enclosures, hydrants, water or air pipes (all the foregoing whether above or below the snow surface), snowmaking and snow grooming equipment; marked or lighted maintenance vehicles and snowmobiles; other man-made structures or objects and their components, and collisions with, or falls resulting from, such man-made or natural terrain modifications and features; the presence of and collisions with other skier/riders and failure to others of ski/ride safety, in control or within their own ability.

1. As a condition of being permitted to use the ski area premises, to enroll in the ESSC Junior Program and receive rental equipment from ESSC, I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in these activities or related activities, or while present on ski area premises, and I for myself, my child or children and my heirs hereby Release, FOREVER DISCHARGE, INDEMNIFY, DEFEND and agree to HOLD HARMLESS Attitash, Mount Cranmore, King Pine, Black Mountain, participating Touring Centers, their parent companies, owners, directors, officers, agents, employees, land owners, employees and agents and SAU #9, SAU #13, or any other alternative participating school, the ESSC and its officers, directors, board members, staff and volunteers as well as the equipment manufacturers and distributors and any event sponsors their owners affiliates, (hereinafter "Releasees") for any and all liability for personal injury including death and property damage in any way arising from the use of this equipment, including but limited to any alleged NEGLIGENCE on the part of the Releasees in the selection, installation, maintenance or adjustment to this equipment and its use and 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 or my child(s) participation in these activities, related activities, or use of the Releasee's trail system, its equipment, or any equipment, or premises, including travel to and skiing, riding or competition at other resorts or areas, regardless of how or by whom or by what the personal injury, death and/or property damage was caused. As a condition of my, or my child, being entitled to participate in the activities and being permitted to gain access to and use the Releasees facilities, equipment and premises, I hereby promise not to bring (on my behalf, on behalf of my child or otherwise) any claim against or sue RELEASEES. This Release is intended to comply with the laws of State in which it is used and only to the extent allowed by law. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.
2. I understand and acknowledge the risks of injury and death that are a part of the alpine, nordic and snowboard activities conducted at the above mentioned ski resorts and nordic centers. I am aware that all forms of alpine, nordic and snowboard activities are hazard filled with high risks and that falls, collisions, and injuries are common occurrences of the sport. Therefore, for myself, my child or children, my heirs and assigns I accept these risks and Promise Not to Sue the Releasees for any and all losses and injury to person or property that may result from my, my child or children's participation in the activities at these resorts and nordic centers and from the inherent risks such as (but not limited to) those listed in the Warning above.
3. I agree that all disputes arising under this contract or my use of any facilities at these ski resorts or nordic centers shall be litigated in the State or Federal courts and governed by the laws of the State of New Hampshire and in no other jurisdiction.
4. I have made no misrepresentation in regard to my height, weight, age and skier type or clinic level.
5. I verify that the indicator setting listed on this Rental Form corresponds to the settings on my bindings.
6. I have received instruction in the operation of the boot binding system.
7. I understand that this entire agreement shall be binding upon my heirs and assigns.

RENTERS RESPONSIBILITIES FOR THE EQUIPMENT

8. I accept for use, as is, the equipment listed on this form and accept full responsibility for its care while in my possession.
9. I will be responsible for replacement at full retail value of any equipment rented under this agreement that is not returned.
10. I agree to reimburse and repay the ESSC for loss or damage of any kind, other than reasonable wear and tear, which results from my use of this equipment and participation in Alpine/Nordic/Snowboard activities.
11. I understand that permission to use Releasee's equipment, trail system and premises is being given to the undersigned participant in exchange for the execution of this Liability Release and Agreement Not to Sue. I have read the above paragraphs and fully understand them. I understand that this is a RELEASE OF LIABILITY which will legally prevent me or any other person from filing suit or making any other claims 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, weight, skill level, ability or medical condition.

I, the undersigned, have authority to sign this agreement for the minor child and agree to indemnify the Release from any and all loss arising from the minor's use of equipment and participation in Alpine/Nordic/Snowboard activities.

Parent/Guardian Signature: _____ Date: _____