

SEASON OFF-SITE RENTAL RELEASE



WESTON SKI TRACK

School: _____

Skier's Name _____ Skier's Phone _____ Skier's Email _____

Parent's Name _____ Parent's Phone _____ Parent's Email _____

Street _____ City _____ State _____ ZIP _____

This document affects your legal rights. You must read and thoroughly understand it before you sign it.

I am aware of the inherent and other risks associated with participation in cross country skiing and snowshoeing sports and associated equipment. In recognition of my knowledge of these inherent risks, I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE AS A RESULT OF MY PARTICIPATION IN THESE SPORTS AND/OR MY USE OF THE RENTED EQUIPMENT, REGARDLESS OF WHETHER THE INJURY, DEATH OR PROPERTY DAMAGE IS CAUSED FOR IN WHOLE OR IN PART BY THE NEGLIGENCE OF CHARLES RIVER RECREATION, INC., THE COMMONWEALTH OF MASSACHUSETTS, MASSACHUSETTS DEPARTMENT OF CONSERVATION AND RECREATION ("DCR") AND ALL OF THEIR OWNERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES.

These risks include but are not limited to: bare spots, ice, changing snow conditions, bumps, stumps, stones, trees, and other hazards and obstructions existing in any ski area. I recognize the dangers, whether marked or unmarked, and realize that falls and collisions are common and numerous and that injuries can result, and I accept the hazards of the sport and the danger of injury incident thereto, including negligence and carelessness on the part of fellow skiers.

I understand that the cross-country ski and snowshoe equipment being furnished forms a part of a cross-country ski and snowshoe ski-boot-binding system ("system") which is a NON-RELEASE system and that its use cannot guarantee the user's safety or freedom from injury while skiing and snowshoeing. I agree and understand that this system does NOT REDUCE THE RISK of injuries.

I, the undersigned, for myself, my heirs, representatives, assigns and next of kin, in consideration of the rental of equipment to me and/or use of the ski area, do fully and forever RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Charles River Recreation, Inc., the DCR and all of its owners, officers, directors, agents and employees ("the releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for death, personal injury, or property damage and from any and all claims, demands, suits, loss, and causes of action asserting or on account of death, personal injury, or property damage suffered or sustained by me or any person or property as a result of or arising out of my participation in the sports of cross-country skiing or snowshoeing or use of the rented equipment, whether caused in whole or in part by the negligence of the releasees or otherwise.

I, the undersigned, acknowledge that I have read and understood the terms of the rental and release agreement and voluntarily and freely agree to its terms. I agree that no oral statements, representations, or inducements apart from the language of the above agreement have been made.

I will be responsible for the full replacement cost of any equipment I have rented from Charles River Recreation and agree to pay for damages to or replacement of such equipment for any damage to the equipment beyond reasonable wear and tear.

I take full responsibility for any minors under the age of 18. I have full authority to sign this release for the minor listed and agree that this release is binding upon my heirs and assigns. As the parent or guardian of a passholder I hereby release, and shall defend, indemnify, and hold harmless the releasees from every claim and liability that I or my child shall bring arising out of his or her participation in ski lessons, his or her use of the pass, and the use of the ski area premises.

I understand that Season Pass and Season Rental Pass payments are non-refundable and that the Weston Ski Track is not responsible for lost or stolen equipment. I have read, understand, and agree to the liability release and indemnification above.

Skier's Signature _____ Date ___ / ___ / ___

Parent/Guardian Signature _____ Date ___ / ___ / ___



Equipment Return Deadlines:	High School March 1, 2020	EMBK March 8, 2020
--------------------------------	-------------------------------------	------------------------------

1. Read the Policies and Sign Below to Acknowledge:

- Equipment must be returned in good condition and clean, with no kick wax or klistar, to Weston Ski Track by 6pm on the return date above. Equipment not returned clean will be assessed a cleaning fee of at least \$15.
- Late return fee after 6pm on the return date is \$18/day. Your credit card will be charged the retail cost of equipment that is not returned by March 11, 2020.
- You are responsible for the full replacement cost of all equipment rented from Weston Ski Track and agree to pay for damages and replacement for this equipment other than reasonable wear and tear. A check or credit card number will be held as a deposit in case of loss or damage to the equipment.
- You are responsible for the care and maintenance of all rental equipment. Learn to clean and wax your skis.
- Weston Ski Track is not responsible for lost or stolen rental equipment. Don't leave your boots, skis, or poles unattended.
- Make sure your equipment is always labeled with your name and team.
- You can store your ski equipment in the lockers at Weston Ski Track, pending availability. Bring your own lock.

Signature _____

Date ___/___/___

2. Bring This Form to the Front Desk.

Invoice Number _____

Staff Initials _____

STAMP HERE

Rental Staff:

Do Not Process Without Stamp

3. Present This Form to the Rental Room Staff.

STAFF USE ONLY							
Equipment Manufacturer & Model	Size	SKU	Labelled	Date Taken	Initial	Date Returned	Initial
Boots _____	_____	_____	<input type="checkbox"/>	___/___/___	___	___/___/___	___
_____	_____	_____	<input type="checkbox"/>	___/___/___	___	___/___/___	___
_____	_____	_____	<input type="checkbox"/>	___/___/___	___	___/___/___	___
Skis _____	_____	_____	<input type="checkbox"/>	___/___/___	___	___/___/___	___
_____	_____	_____	<input type="checkbox"/>	___/___/___	___	___/___/___	___
_____	_____	_____	<input type="checkbox"/>	___/___/___	___	___/___/___	___
Poles _____	_____	_____	<input type="checkbox"/>	___/___/___	___	___/___/___	___
_____	_____	_____	<input type="checkbox"/>	___/___/___	___	___/___/___	___

4. The Rental Room Staff Will Help Label Your Equipment.