

# WESTON SKI TRACK – SKIBOSTON.COM – RENTAL RELEASE

Name \_\_\_\_\_ Photo ID # \_\_\_\_\_ Telephone \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Add to Mailing List?  Yes  No  E-Mail: \_\_\_\_\_

## **Release and Waiver of Liability – Read the Following Carefully**

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

I am aware of the risks, inherent and otherwise, associated with participation in cross-country skiing and snowshoeing sports and their 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 equipment, regardless of whether the injury, death, or property damage is caused, in whole or in part, by the negligence of Charles River Recreation, Inc., Commonwealth of Massachusetts Department of Conservation and Recreation (“DCR”) and any or 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, cart paths, roads, 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 or death can result. 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 furnished by Charles River Recreation, Inc. forms a part of a cross-country ski-boot-binding system or snowshoe 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/or snowshoeing. I agree and understand that this system DOES NOT REDUCE THE RISK OF INJURY.

I, the undersigned, for myself, my heirs, representatives, assigns, and next of kin, in consideration of the rental of equipment to me, 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, whether or not 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 take full responsibility for any minors under the age of 18. I will be responsible for the full replacement cost of any equipment I have rented from Charles River Recreation, Inc. and agree to pay for damages to, or the replacement cost of, any such equipment in the event of any damages other than reasonable wear and tear.

Print Name: _____
Signature: _____
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