

NAME	LAST	FIRST	Intrawest respects your privacy. Any personal information we collect is used only to develop products, services, and offers, communicate with our customers and complete the transactions that ultimately deliver our products and services to you. Your personal information is not shared, without your consent, with third parties for the purpose of marketing or selling their products or services. For more information visit www.mountaincreek.com
ADDRESS			
CITY	STATE	ZIP	
EMAIL	PHONE		

I AM RENTING: **SKIS** **SNOWBOARD**

GROUP LESSON & RENTAL PACKAGES

I am renting for _____ day(s).

Sport Rental Package

Performance Rental Package

High Performance Rental Package

Snowblade Rental **Helmet Rental**

Snowboard Boot Rental **Pole Rental**

Packages include skis or snowboard, boots & poles.

Full Day Beginner Learn To Package
Limited Lift Ticket, Rental, & 3.5 hr. Group

Half Day Beginner Learn To Package
Limited Lift Ticket, Rental, & 1 3/4 hr Lesson.

Half Day Learn To Package
Lift Ticket, Rental, & 1 3/4 hr Lesson.

Guaranteed To Ski or Snowboard Package
3 Limited Lift Tickets, 3 Rentals, 3 1 3/4 hr Lessons,

FREE SKI CHECK AVAILABLE IN THE PLAZA!

WOULD YOU LIKE TO PURCHASE DAMAGE INSURANCE? **Accept** **Waive**
Damage insurance covers broken or damaged equipment

YOUR WEIGHT _____ **LBS** **YOUR HEIGHT** _____ **FEMALE**
 MALE

SHOE SIZE _____ **DATE OF BIRTH** _____

SKIER TYPE **I** **II** **III** **SNOWBOARD STANCE** **Regular** **Goofy**

MC USE ONLY

INVENTORY # _____

SOLE LENGTH _____ **DIN** _____

Acknowledgement of din setting:

TECH: _____ **GUEST:** _____

Rental Equipment is NON-REFUNDABLE and must be returned by 10:00 PM.

SKI RESORT OPERATIONAL INFORMATION, BINDING & EQUIPMENT INFORMATION, AGREEMENT OF RELEASE OF LIABILITY, AND PRIVACY POLICY ADVISEMENT; PLEASE READ CAREFULLY

Operating a ski resort in New Jersey requires the use of snowmobiles, grooming machines, and snowmaking equipment. Snowmobiles and grooming machines are necessary for the operation of the mountain, so be aware for these types of on-snow vehicles, as they can be encountered at any time on any trail. Look and listen for the headlights, warning lights, visible flags, back-up sirens and/or motor sounds associated with snowmobiles or grooming machines. Contact with snowmobiles or grooming machines may result in serious injury or death. Snowmaking equipment can be located off-trail, on the edges and sides of trails, and sometimes even in designated places on trail. Please maintain control of your speed, course, and direction and avoid contacting snowmaking equipment and off-trail areas. Coming into contact with snowmaking equipment or skiing off-trail may result in serious injury or death.

I have accurately represented the information on this form and it is true and correct. I will not use any of the equipment to be provided to me during this transaction until I have received instruction on its use and I fully understand its use and function. I verify that the equipment's binding settings appearing in the visual indicator windows of the equipment match those noted on this form. 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 value on my equipment rented under this form, but not returned to Mountain Creek. I agree to return all rental equipment by the agreed date. I understand that the binding system cannot guarantee the user's safety. In downhill skiing the binding system will not release at all times or under all circumstances where release may prevent injury or death or is it possible to predict every situation in which it will release. In snowboarding and ski boarding use, the binding system will not ordinarily release during use; these bindings are not designed to release as result of forces generated during ordinary operation. If participating in a Snow School lesson/program) For myself and/or the minor, the undersigned agrees and understands that skiing and/or snowboarding is a HAZARDOUS ACTIVITY which may result in INJURY or DEATH to me and/or the minor DURING participation in MOUNTAIN CREEK'S Snow School. I also understand that I and/or the minor will be using SKI LIFTS WITHOUT AN INSTRUCTOR OR OTHER ADULT PRESENT. Trail conditions vary constantly because of weather changes and skier use and even the best equipment and instruction cannot prevent injury. Natural and manmade obstacles, including other skiers, may exist and collisions do occur. PARTICIPATION IN SNOW SCHOOL SHALL NOT IN ANY WAY ELIMINATE THE INHERENT RISKS IN SNOW SKIING, SNOWBOARDING, OR RIDING SKILIFTS. The term "MOUNTAIN CREEK", as used below, includes its representatives, agents, officers, directors, servants and employees. The term "MOUNTAIN CREEK'S NEGLIGENCE", as used below, includes, but is not limited to any negligent, careless, or reckless, error, act or omission on the part of Mountain Creek, including but not limited to any failure to comply with the statutory duties and responsibilities obtained in the New Jersey Ski Statute, N.J.S.A. 5:13-1 et seq. and the Ski Lift Safety Act, N.J.S.A. 34:4A-1 et seq. FULL RELEASE AND INDEMNITY AGREEMENT. I understand and EXPRESSLY AGREE to the fact that skiing in its various forms is an inherently hazardous sport that has many dangers and risks. I realize that injuries are a common and ordinary occurrence of this sport. I EXPRESSLY AGREE, as a condition of being allowed to rent equipment, and/or enroll myself or the named minor in Snow School, and to use the ski area facility and premises, that I the undersigned and/or parent or guardian do freely accept and voluntarily assume ALL RISKS of personal injury or death or property damage, and FULL RELEASE, on behalf of myself and/or the minor, Mountain Creek FROM ANY AND ALL LIABILITY for personal injury, death, or property damage arising out of or resulting from my use of this equipment or my or the minor's participation in this sport, MOUNTAIN CREEK'S NEGLIGENCE, conditions on or about the premises and facilities or the operations of the ski area including, but not limited to, grooming, snow making, ski lift operations while loading or unloading, actions or omissions of employees or agents of the area or other skiers, or my or the minor's participation in skiing or other activities at the area whether or not MOUNTAIN CREEK'S NEGLIGENCE contributed thereto in whole or in part, ACCEPTING MYSELF OR ON BEHALF OF THE MINOR THE FULL RESPONSIBILITY FOR ANY AND ALL such damage or death or injury of any kind which may result. To the fullest extent permitted by law, I also agree to DEFEND, INDEMNIFY AND HOLD HARMLESS Mountain Creek from any and all claims, suits, costs and expenses including attorneys' fees for personal injury, death or property damage against it by me or third parties arising or allegedly arising out of or resulting from my conduct while utilizing Mountain Creek's facilities or the use of this equipment whether or not MOUNTAIN CREEK'S NEGLIGENCE contributed thereto in whole or in part. If skier is a MINOR, in exchange for Mountain Creek renting this equipment, making skiing facilities available, or allowing enrollment in a Snow School lesson/program, the undersigned parent/guardian, to the fullest extent permitted by law, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS Mountain Creek from any and all claims, suits, costs and expenses including attorneys' fees for personal injury, death or property damage from and/or on behalf of said minor, even after the minor has attained majority, and/or claims from injured third parties arising or allegedly arising out of or resulting from said minor's conduct or related to the use of this equipment. The undersigned hereby expressly AGREES TO INDEMNIFY Mountain Creek for MOUNTAIN CREEK'S NEGLIGENCE, whether partial or sole, in connection with all of the indemnification obligations set forth in this agreement. In addition, the undersigned parent/guardian signing below represents to Mountain Creek that they have understood that a helmet designed for RECREATIONAL SNOW SPORTS use may help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn. In exchange for, and in consideration of, Mountain Creek renting this equipment, making the ski area available to me for participation in the sport of skiing and/or offering Snow School lessons/programs, I CONTRACTUALLY AGREE that any and all disputes between myself and Mountain Creek arising from my use of this equipment, my participation in the sport of skiing, or my and/or the minors participation in a Snow School lesson/program, including any claims for personal injury and/or death, will be GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY and the EXCLUSIVE JURISDICTION there will be in the state or federal courts of THE STATE OF NEW JERSEY and venue in the state court shall be in Sussex County. I, the undersigned, HAVE READ AND UNDERSTAND the terms of the above FULL RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT which is an essential part of it. I am signing it freely and of my own accord, realizing IT IS BINDING upon myself, my heirs and assigns, and, in the event that I am signing it on behalf of any minors, that I have full authority to do so, realizing its BINDING EFFECT on them as well as myself and that I WILL DEFEND AND INDEMNIFY Mountain Creek from any claim from said minors as set forth above. As a condition of being permitted to use any and all of the facilities of the ski area, I FULLY RELEASE MOUNTAIN CREEK AND AGREE TO EXPRESSLY ASSUME ALL RISKS of personal injury, death or loss or damage to any of my property, including those arising for NEGLIGENCE including MOUNTAIN CREEK'S NEGLIGENCE, as set forth fully above. If any part of this agreement is deemed unenforceable the remainder shall be an enforceable contract between the parties. I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.

Renters Signature _____ Guardian Signature _____ Date: _____

Enter group name here:

Deposit Holders Name _____

Deposit Holders Phone # _____

In the event that the above renter DOES NOT RETURN, LOSES, MISPLACES our equipment the above person will be charged up to; but not exceeding \$400.00. Damaged equipment will be assessed upon return and charges may be made unless Damage Insurance was purchased. Damage Insurance does not cover theft or loss of equipment.