

WESTON SKI TRACK - HIGH SCHOOL SEASON TRAIL PASS & SEASON RENTAL RELEASE

Student Name _____ Tel. # _____
Address _____ City _____
State _____ Zip _____ e-mail _____ @ _____
School Team _____

LIABILITY RELEASE & INDEMNIFICATION AGREEMENT

Please Read Carefully Before Signing

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 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 this 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, do fully and forever RELEASE, WAIVE DISCHARGE, AND COVENENANT 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 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 and agree to pay for damages or replacement for such equipment other than reasonable wear and tear.

I have full authority to sign this release for any 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.

Signature of Parent or Guardian _____ Date _____