LIABILITY WAIVER AGREEMENT

Please read carefully before signing

The purchaser and user of tickets assumes all risk of injury and loss or damage to property. The purchaser also understands that skiing is a hazardous sport and that bare spots, variation in snow, ice and terrain along with bumps, forest growth, debris, rocks and many other hazards or obstacles exist within the ski area. By using tickets and skiing at the area, such dangers are recognized and accepted whether they are marked or not. **MASS.G.L CH. 143 Sec. 71P** provides with limited exceptions, that no action shall be maintained against the operator of this ski area for any injury to skier unless the injured person shall within (90) days of the incident give to the operator notice by registered mail of the name and address of the injured person along with the time, place and cause of the injury. Management may revoke tickets at any time without refund.

Equipment Rental

Assumption of Risks

If equipment is being rented, I understand how this equipment works and have received proper instruction and satisfactory answers wo my questions. If at any time this equipment does not seem to be working properly, I will stop using it immediately and return it for inspection and possible repair or adjustment. If this equipment is to be used by someone other than me, I certify that I am acting for the ultimate user, and that I will provide this form and all other warnings and information to the ultimate user. I understand and agree that skiing, snowboarding, ski boarding and other related activities are **HAZARDOUS** and that injuries are common and ordinary occurrences during these activities. I agree to assume all risks of injury or death which may result from these activities.

If Alpine ski equipment is being furnished, I understand that ski-boot-binding system will release the boot from the ski when certain forces on system reach preset values, but it **WILL NOT RELEASE OR RETAIN** at all times when release or retention may prevent injury and that it **CANNOT** prevent all injuries or guarantee the user's safety. I understand and agree that unwanted release or retention of bindings is an inherent risk of using any ski-boot-binding system. I further agree and understand that any ski-boot-binding system does **NOT ELIMINATE THE RISK** of injuries to the user's knees or to any other part of the user's body.

If Snowboarding equipment is being furnished, I understand that these systems normally will **NOT RELEASE** in falls and that they do **NOT PROTECT** against any type of injury.

To the fullest extent allowed by law, I hereby **RELEASE BRADFORD SKI AREA** from **ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY** for any injuries, damages or death to another user of any rental equipment, whether caused by negligence or any other cause.

I have read, understood and agreed to all terms and conditions of this form. I accept full financial responsibility for all rental equipment and promise to return it clean and undamaged by the agreed time and date. If I fail to do so, I agree to pay for repair, cleaning or replacement at the full retail rate as determined by the shop, as well as for the rental value of any additional days. (For release bindings only: I have confirmed that the binding release/retention setting numbers on the bindings correspond to the "Final Indicator Setting" stated on the Equipment Rental Form. I understand that the correct weight, height, age and skier type essential to proper adjustment of the release/retention settings, and I certify that all user information given on the equipment rental form is correct)

By signing below, you are signing a **CONTRACT** which provides a **COMPREHENSIVE RELEASE OF LIABILITY**, but is not intended to assert any claims or defenses that are prohibited by law.

_____ _____

Signature of Student (Parent or Guardian if under 18) ***Date***

_____ _____

PRINT Student's Name ***PRINT Name of School/Group***