

BRETTON WOODS MOUNTAIN RESORT RENTAL & REPAIR AGREEMENT

LOCATION	DATE	Work Required
SKI/BOARD	LENGTH	
BOOT	SOLE LENGTH	Total Cost \$
BINDING		

NAME LAST	MIDDLE INITIAL	ZIP CODE
HOME ADDRESS	FIRST	STATE
	HOME PHONE	EMAIL (OPTIONAL)
CITY	STATE	ZIP CODE
LOCAL PHONE	HOME PHONE	EMAIL (OPTIONAL)
DRIVER'S LICENSE #/STATE LOCAL ACCOMMODATIONS GROUP NAME		
DOB	AGE	WEIGHT
	HEIGHT	SHOE SIZE
		SKIER TYPE

DOWNHILL SKIING SYSTEM INSPECTION

Binding to Boot Adjustment	Pass	Skier's Code
Test for Elastic Travel & Return	() () ()	Fail
Test of Boot/Binding Compatibility	() () ()	N/A
Release Value within Specified Range	() () ()	

Due to system components that are out of standard or otherwise unsuitable, work cannot be performed. (see COMMENTS below)

Comments: _____

Technician's Signature _____

Acknowledgement of Personal Information & Equipment Instructions

I have accurately represented the above listed information 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 function. I agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment, and skiboards equipped with release bindings, agree with the number appearing in the visual indicator windows of the equipment to be listed on this form.

Equipment User's Signature: _____

Parent/Guardian Signature (if required): _____

EQUIPMENT RENTAL/REPAIR LIABILITY RELEASE AGREEMENT

READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF BRETTON WOODS' LIABILITY

The Bretton Woods Ski Area and Alpine Rental, its owners, agents, assigns, officers, directors, servants, employees and affiliates (hereinafter referred to collectively as "Releasees") from any and all liability for injury, death, and property loss and damage that arises in any way from participation in RECREATIONAL SNOW SPORTS, including but not limited to skiing, snowboarding or any related ski area activity, including all liability that results from the NEGLIGENCE OF THE RELEASEES, or any other person or cause. I understand that the Releasees are not responsible for their failure to use reasonable care in any way. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY WAIVE, RELEASE, INDEMNIFY AND HOLD HARMLESS each of the Releasees, from any and all claims, demands, costs, expenses, losses, or liability arising out of or related to any property damage, INJURY, DISABILITY OR DEATH or loss of any kind that I may suffer (the "Losses"), WHETHER ARISING FROM THE ACTIONS OR INACTION (INCLUDING NEGLIGENCE ACTIONS OR INACTIONS) OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. In this regard, the undersigned hereby agrees to hold Releasees harmless and indemnify and defend same against any and all claims, liabilities, damages, liens, and expenses (including, without limitation, reasonable attorney's fees) arising directly or indirectly from any such occurrences. I further agree to defend and indemnify RELEASEES for any loss or damage, including any that results from claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of this equipment.

This agreement is governed by the applicable law of New Hampshire. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT.

User's Signature: _____ Date: _____

Parent/Guardian: If equipment user is a minor, I verify that I have the authority to enter into this agreement on behalf of the equipment user and I agree to be bound by all terms and conditions of this agreement.

Parent/Guardian's Signature: _____ Date: _____

EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT

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 of any equipment rented under this form, but not returned to the rental facility. 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, and snowboarding with skiboards equipped with release bindings, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding, cross-country skiing, snowboarding with skiboards equipped with non-release bindings, snowshoeing and other sports utilizing equipment with non-release bindings, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

I understand that the sports of skiing, snowboarding, skiboarding, snowshoeing, and other sports (collectively "RECREATIONAL SNOW SPORTS") involve inherent and other risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death that may result from these RECREATIONAL SNOW SPORTS, or which relate in any way to the use of this equipment.

I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will 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.

To the fullest extent allowed by law, I agree to release, hold harmless, indemnify and defend CNL Income Bretton Woods, LLC, CNL BW TRS Corp., Omni Hotels Management Corporation,

I THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT.

Equipment DAMAGE WAIVER \$1.00

DOES NOT COVER THEFT OR LOSS

ACCEPTED

DECLINED