

Rental Equipment Release Form

1. There are hazards and risks associated with cross country skiing, snowshoeing and sledding that cannot be eliminated without affecting the activities character. Any of these activities requires sound judgment, personal comfort with winter weather and physical fitness including balance, strength and the ability to slide/walk on varying terrain, snow surfaces including powder, hard pack and ice. It is possible to fall, trip, collide with another skier/snowshoer/sledder/tube or strike a rock, tree or other obstacle or fall through ice covered lakes/streams. This could cause injury, trauma, permanent disability, or even death. An accident can also occur in an area without easy access to emergency care.
2. I understand that I share the responsibility for my safety. Prior to participation, I agree to inspect, to the best of my ability, equipment to be used. If I believe anything is unsafe, I will immediately advise the Fahnestock Winter Park staff of such condition and exchange for equipment in good condition.
3. I understand that the Cross Country ski equipment being furnished forms a part or all of a Cross Country ski-boot binding system which is a non-release system and that its use cannot guarantee the user's safety or freedom from injury while skiing. I further agree and understand that this Cross Country ski-boot-binding system does not reduce this risk of injuries.
4. Only the person renting this equipment is to use it. It is not to be released or sub-leased to another person or taken off grounds.
5. In case of emergency, I authorize first aid or medical treatment deemed necessary on my behalf if I am not able to do so. I understand my responsibility for any charges incurred by me for medical treatment.
6. In case of rental equipment malfunctions, being lost, or late return to ski center at closing, I will accept transport by appropriate and available means.

I, being at least 18 years of age, in consideration of being permitted to rent the available snow sport equipment do for myself and my heirs, executors, administrators and assigns, hereby release and forever discharge the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, the Taconic Region and the Fahnestock Winter Park, Taconic Outdoor Education Center, their officers, employees, agents, sponsors and their representatives, their heirs, administrators, and executors of and from any and every claim, demand, action or right of action, of whatsoever kind or nature either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of participation in these activities, or any connected activities.

By signing this release, I am in no way releasing the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, the Taconic Region and the Fahnestock Winter Park, Taconic Outdoor Education Center for damages caused by their own negligent act or omission. However, if I am injured and it is later determined by a court of competent jurisdiction that my injuries were not the result, either in whole or in part of any negligent act or omission on their part, I agree to compensate them or their insurers for any costs associated with the defense of such claim.

I agree that this release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of New York and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I further state that I have carefully read the above release and know the contents of the release and sign this release as my own free act.

Renter's Signature or Parent signature, if renter is a minor

Please print renters name

①	Date	①
②	Date	②
③	Date	③
④	Date	④
⑤	Date	⑤
⑥	Date	⑥