



**NOTE TO PARENT/GUARDIAN AND STUDENT/GROUP MEMBER
PLEASE READ CAREFULLY**

_____ (School /Group Name) is arranging a group trip to Nova Ski Limited, o/a **Ski Martock** (hereinafter referred to as the SKI AREA OPERATOR).

In this agreement, the term “we” shall refer to participating student/group member and his/her parent(s)/guardian(s)/agent(s).

RENTAL AGREEMENT

1. **We accept full responsibility for the care of the rental equipment (“the Equipment”) listed on the “School/Group Equipment Rental Form” and agree to pay for any damage to the equipment and replace at full retail value any equipment not returned by the agreed date and time.**
2. We also agree to return the Equipment in clean condition to avoid any additional charges.
3. **No misrepresentations** have been made in regard to the Equipment User’s height, weight, age or skier type. (The accuracy of this information is imperative in order to properly adjust ski boot / binding settings).
4. We are familiar with the proper use of the Equipment. We understand that the rental technicians are able to answer any question we may have as to the proper use of the Equipment.

ASSUMPTION OF RISKS

We are aware that alpine skiing, snowboarding and cross-country skiing involve risks, dangers and hazards and injuries are a common and ordinary occurrence of the sports.

ALPINE SKIING We understand ski boot / binding system will not release at all times or under all circumstances; that it is not possible to predict every situation in which the system will release and that the system is no guarantee that the user will not be injured.

SNOWBOARDING / X-COUNTRY We understand that the snowboard boot / binding system or cross-country boot / binding system is not designed or intended to release and will not release under normal circumstances. We understand that as the snowboard boot / binding system or cross-country boot / binding system is a non-release system, it will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

HELMETS We understand that a helmet designed for Recreational Snow Sports use will help reduce the risks of some types of injuries to the user at slower speeds. We recognize that serious injury or death can result from both low and high-energy impacts even when a helmet is worn. **We understand that helmets are required to be worn by students/group members while skiing and snowboarding.** (Helmets are not required for cross-country skiing.)

WE FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND IDEMNITY AGREEMENT

In consideration of the Group Trip and of the rental of the Equipment, We hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS that we/I have or may have in the future against the SKI AREA OPERATOR and the manufacturer and distributor of the Equipment and their directors, officers, employees, agents and representatives (all of whom are hereinafter referred to as “the Releasees” and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that we/I may suffer, or that our/my next of kin may suffer as a result of or arising out of any aspect of our/my use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES in respect of the design, manufacture, selection, installation, maintenance or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment;)**
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense to any third party, resulting from the use of the Equipment.
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia; and
5. Any litigation involving the parties to this Agreement shall be brought within the Province of Nova Scotia.

RESPONSIBILITY CODES: The **SKI AREA OPERATOR** requires the parent/guardian and student/group member know and obey the **ALPINE RESPONSIBILITY CODE** and **CROSS-COUNTRY SKIER RESPONSIBILITY CODE**. The **SKI AREA OPERATOR, teachers/group leaders, chaperones** reserve the right to revoke a lift/trail ticket in event of a violation of the **RESPONSIBILITY CODES** or other unacceptable conduct. Copies of both Codes can be found at www.martock.com.

ACTIVITY STUDENT/ GROUP MEMBER TO PARTICIPATE IN Check One

- Skiing** **Snowboarding** **Cross Country Skiing** *Please mark an alternate activity with an “A”

ABILITY (For student/group member lesson) **Check One**

- N Ability** – Beginner lesson, never skied before. **Level 1 Ability** – Novice
 Level 2 Ability – Intermediate **Level 3 Ability** – Advanced

SKIER TYPE (Alpine Skiing Only – For proper binding adjustments) **Check One**

- Type I** New Skier. Skis conservatively. Prefers slow speeds and easy, moderate slopes. Favors lower than average release/retention settings. This type of skier corresponds to an increased risk of inadvertent binding release in order to gain increased release capability in a fall.
- Type II** Skis moderately. Prefers a variety of speeds. Skis on varied terrain, including most difficult trails. All skiers who do not meet all descriptions of either Type I or Type III are included here.
- Type III** Skis aggressively. Normally skis at higher speeds. Prefers steeper and more challenging terrain. Favors higher than average release/retention settings. This type of skier corresponds to decreased capability to release in a fall in order to decrease risk of inadvertent binding release.

GROUP MEMBER INFORMATION


Name: _____ Health Card#: _____
 Age: _____ Height: _____ Weight: _____ Shoe Size: _____
 Any Allergies/Health Conditions: _____ Parent's/Guardian's Name: _____
 Emergency Contact Name: _____ Emergency Contact Phone #: _____

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. I GIVE MY GROUP MEMBER, _____ PERMISSION TO PARTICIPATE IN THE GROUP TRIP TO BE HELD AT SKI MARTOCK.

X _____ Date _____ / _____ / _____
 Signature of Renter/Parent/Guardian/Agent if User of Equipment is under 19
 X _____
 Signature of User of Equipment if different from Renter Witness _____

THIS AGREEMENT AND THE SCHOOL/GROUP RENTAL FORM BELOW MUST BE COMPLETED SIGNED, DATED AND WITNESSED PRIOR TO RENTING.

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		Date: _____ / _____ / _____
School / Group Rental Form		
Group Name _____		
Renter's Name _____		
Age _____	Height _____ <small>ft m</small>	Skier Type (Alpine Skiing) <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III Snowboard <input type="checkbox"/> Regular <input type="checkbox"/> Goofy Stance:
Weight _____ <small>lb kg</small>	Shoe Size _____	
Equipment Renting		
<input type="checkbox"/> Ski <input type="checkbox"/> Snowboard <input type="checkbox"/> X-Country		
<input type="checkbox"/> Boots <input type="checkbox"/> Poles <input type="checkbox"/> Helmet		
Staff Only		
BOOTS SKI / SNOWBOARD	CODE / SOLE LENGTH # # #	Helmet #
VISUAL INDICATOR SETTINGS:		
Letter Code _____ # Code _____	Toe _____ Heel _____	Left _____ Right _____
X _____ Technician's Signature		
Equipment Returned		
<input type="checkbox"/> Ski <input type="checkbox"/> Snowboard <input type="checkbox"/> X-Country <input type="checkbox"/> Boots <input type="checkbox"/> Poles <input type="checkbox"/> Helmet		
X _____ Technician's Signature		