

**HELMET RENTAL / DEMO: RELEASE OF LIABILITY,  
WAIVER OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT**  
*(Group Sales and Minors Only)*

In consideration of Snow Summit, Inc. and its employees, officers, owners, directors, affiliates and related corporations (hereinafter "SUMMIT"), loaning or renting me a Burton helmet (manufactured by the Burton Corporation or its subsidiaries or affiliates and including their respective owners, officers, directors, employees and/or representatives, hereinafter collectively "BURTON") and allowing me to participate in winter activities at the Big Bear Mountain resorts, on behalf of myself, my heirs, assigns and representatives, (hereinafter collectively "I" or "Participant"), I, \_\_\_\_\_, hereby agree, that:

*(please print name of user in block letters)*

**1. RELEASE FROM LIABILITY AND COVENANT NOT TO SUE – Helmet Use**

I understand that while helmets are intended to reduce the risk of serious head injury, I accept that **NO HELMET CAN ELIMINATE OR PREVENT THE RISK OF HEAD INJURY, NOR CAN ANY HELMET ELIMINATE OR PREVENT INJURY TO THE NECK OR SPINAL CORD.** In consideration for this helmet rental and for being permitted to participate in winter activities at Big Bear Mountain Resorts, **I AGREE TO EACH OF THE FOLLOWING CONDITIONS:**

- a. To inspect this helmet, return or exchange it if I have any concerns about its condition or quality, **ACCEPT IT FOR USE AS IS**, and thereafter to keep it in my possession at all times;
- b. To become familiar with the requirements for a proper fit of this helmet and to thereafter wear this helmet appropriately;
- c. To **FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND TO NOT SUE SUMMIT or BURTON** for any injuries or property damage caused by or resulting from the use of this helmet, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF SUMMIT'S or BURTON'S NEGLIGENCE or BREACH OF CONTRACT**, whether arising from or related to the materials, workmanship, design, manufacture, selection, installation, maintenance or adjustment of the helmet, or from failure to warn of a danger or failure to give an particular instruction.

\_\_\_\_\_ [Initials: Participant] \_\_\_\_\_ [Initials: Parent/Authorized Party if Participant is under 18]

**2. ASSUMPTION OF RISK - Winter Activities**

I am aware that participation in winter activities generally and particularly **THE SPORT OF SNOW SLIDING IN IT'S VARIOUS FORMS INVOLVES INHERENT AND OTHER RISKS OF PROPERTY DAMAGE, INJURY OR DEATH** that no amount of care, caution, instruction or expertise can eliminate. Such dangers include, but are not limited to, variations in terrain and surface conditions, falls, loss of control and collisions with other snow-sliders, or collisions with both natural and man-made objects that may be marked or unmarked. **I FREELY ASSUME ANY AND ALL RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT.**

\_\_\_\_\_ [Initials: Participant] \_\_\_\_\_ [Initials: Parent/Authorized Party if Participant is under 18]

**3. ASSUMPTION OF RISK - Alpine Conditions**

In addition to the above risks, I understand and accept that **SURFACE CONDITIONS** on roads, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to the deposit, melting and refreezing of snow, rain, sleet, hail, and ice, and the presence of loose materials, such that **WALKING OR OTHER DAILY ACTIVITIES** may become **DANGEROUS. I FREELY ASSUME ANY AND ALL SUCH RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT.**

\_\_\_\_\_ [Initials: Participant] \_\_\_\_\_ [Initials: Parent/Authorized Party if Participant is under 18]

**4. INDEMNITY AGREEMENT**

I agree for myself and my heirs, assigns and representatives to **INDEMNIFY AND HOLD HARMLESS SUMMIT and BURTON** from any and all losses, claims, actions, causes of action, or proceedings of any kind which may be initiated by myself or by any other person or organization on my behalf, including demands for damages, judgments, costs, loss of services, or expenses, arising from any of the activities set forth by this agreement, including but not limited to reasonable attorney fees incurred by **SUMMIT and BURTON**.

\_\_\_\_\_ [Initials: Participant] \_\_\_\_\_ [Initials: Parent/Authorized Party if Participant is under 18]

**5. RELEASE and SEVERABILITY**

I have read and understand this Agreement and **I am aware that this contract is legally binding and that I am releasing legal rights for myself and my heirs by signing it**, including the right to sue any and all individuals and entities involved in the manufacture, distribution and rental of the Helmet. I am not relying upon any oral or written representations other than what is set forth herein to sign this document. I further expressly agree that the foregoing agreement is intended to be as broad and inclusive as is permitted by law but is not intended to assert any claims or defenses which are prohibited by law. If any portion or paragraph of this agreement is held invalid, the balance shall continue in full legal force and effect..

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

I agree for said minor and for myself to be bound by all terms and conditions of the foregoing agreement, including to **INDEMNIFY AND HOLD HARMLESS** each of the respective persons and companies as set forth above, including but not limited to SUMMIT and BURTON.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Age: \_\_\_\_\_  
(Signature of Parent or Authorized Party if Participant is under the age of 18)  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_