

2016-2017 Ski/Ride Agreement Form

ONCE A WEEK PASS: Includes lift and lesson pass for your chosen day.
 Unlimited skiing/riding from Opening day to Dec.24th and March 1st to Closing day



1405 Old Rd. Clymer, NY 14724
 (716) 355-4141 Ext. 7350 www.pknpk.com

ONE PERSON PER FORM

Weekday - Circle your choices

Day of Week: **Monday Tuesday Wednesday Thursday**

AM 9:30 - 4:30 OR **PM** 3:30 - close

**** Must be 5yrs old or older for lessons****

Lesson Type: Ski Snowboard No Lesson

Lesson Time: 10:30 1:30 3:30 4:30 5:30 6:30

\$154

First Name _____

Last Name _____

Weekend - Circle your choices

Day of Week: **Friday AM Friday PM**

9:30 - 4:30 3:30 - close

Saturday PM Sunday PM

3:30 - close 2:00 - close

****Must be 5 yrs old or older for lessons****

Lesson Type: Ski Snowboard No Lesson

Lesson Time: Friday: 10:30 1:30 3:30 4:30 5:30 6:30
 Saturday or Sunday 3:30 4:30 5:30 6:30

\$184

Address _____

City _____

State _____ Zip Code _____

Phone# _____ / _____ / _____

Alt. Phone# _____ / _____ / _____

e-mail: _____

Rentals: Circle your choices

8 rentals: Ski or Snowboard Height ___ft. ___ins. Weight _____lbs

8 helmet rentals

\$119

\$55

Birth Date ___/___/_____ Sex: **M** **F**

Pass Insurance: \$25

Method of Payment - Amount

Credit Card _____

Check (#) _____

Cash _____

TOTAL: _____

Passholder signature (Parent or Guardian sign if under 18) **Total Due:**

****Ultimate Gift Card not Accepted****

Signature _____ Date _____

Credit Card Payments

Card Type: Visa Mastercard Discover AmEx

Acct# _____ / _____ / _____ / _____

Exp. Date ___/____

Name on Card _____

By signing this form you agree to the terms and conditions
 on the back of this page

I understand that my badge is **NON-REFUNDABLE AND NON-TRANSFERABLE**. If the badge is altered or used by anyone else, it will be immediately and permanently revoked. This is a criminal offense in New York State. Violation of this law will be dealt with severely. MY pass must be visible to lift operators and management whenever I ski/snowboard. Once my pass is issued, it is my responsibility to use it as stipulated. I further understand that I will be expected to ski/snowboard within safety requirements and obey the rules and regulations of New York State and Peekø Peak Resort & Spa.

LOST OR FORGOTTEN BADGES AND PASSES:
I UNDERSTAND THAT A DAILY LIFT TICKET MUST BE PURCHASED IF
I LEAVE MY PASS AT HOME
I FURTHER UNDERSTAND THAT IF MY PASS IS LOST I WILL HAVE TO PAY
\$40 FOR A REPLACEMENT PASS

Ofc Use

DATE: _____

Initials _____

WARNING TO SKIERS

Downhill skiing, like many other sports, contains inherent risks including, but not limited to the risk of personal injury, including catastrophic injury, or death, or property damage, which may be caused by variations in terrain or weather conditions; or, surface or subsurface snow, ice, bare sports or areas of thin cover, moguls, ruts bumps, or other persons using the facilities, or rocks, forest growth, debris branches, trees, roots stumps; or other natural objects or manmade objects that are incidental to the provision or maintenance of a ski facility in New York State. New York State law imposes a duty on you to become appraised of and understand the risks inherent in the sport of skiing, which are set forth above, so that you make an informed decision whether to participate in skiing notwithstanding the risks. New York State also imposes duties upon you, to which you must adhere for the purpose of avoiding injury caused by any of the risks inherent in skiing. If you are not willing to assume all of these risks and abide by these duties, you must not participate in skiing at this area.

NOTICE

1. Skiers and ski lift passengers are governed by the New York State Safety in Skiing Code, Article 18 of the New York General Obligations law.
2. BEFORE AFFIXING YOUR PASS or allowing my pass to be affixed to your person your attention is directed to the WARNING TO SKIERS printed above and displayed where your pass was purchased or distributed.
3. The safety in skiing code requires you to seek out and read and understand the "WARNING TO SKIERS" BEFORE you decide to participate in the sport of skiing.

RELEASE

By my signature on this form, I state, I have read and understand the NOTICE printed above, I have read, reviewed and understand the "WARNING TO SKIERS".

I agree that this acknowledgement shall be for the entire term of the pass or documents received.

For the entire term, I relinquish my right to a refund of the purchase price of the pass or other documents.

RENTAL POLICIES

All rentals are numbered for identification purposes. Ski & Snowboard racks, Ski Check and coin lockups are available throughout the area. Each rental patron is responsible for these and return of his/her equipment before the end of the rental period. If a person loses his/her rental equipment and cannot locate them, they must report this immediately to the Rental shop and fill out a lost equipment report. There will be a ½ hour waiting period or a \$5.00 fee to get another set of equipment.

EQUIPMENT RENTAL AND LIABILITY RELEASE

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 shop. 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, 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 and cross-country skiing use, the binding system will not ordinarily release during use; these binding are not designed to release as a result of forces generated during ordinary operation.

I understand that the sport of skiing and snowboarding and other recreational activities 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 skiing/snowboarding use, or which relate in any way to the use of this equipment. I AGREE TO RELEASE THE SKI/SNOWBOARD SHOP, ITS EMPLOYEES, OWNERS, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, AND THE MANUFACTURERS AND DISTRIBUTORS OF THIS EQUIPMENT (Collectively providers), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the sport of skiing/snowboarding use, or is in any way related to use of this equipment, including all liability which results from the negligence of providers, or any other person or cause.

I further agree to defend and indemnify PROVIDERS for any loss or damage, including any that result 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 this state or province. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect. By my signature, I have read and understand this equipment rental & liability release agreement. If equipment user is a minor, I verify that I am the parent or guardian of the minor, and I have authority to enter into this agreement on behalf of the equipment user and I agree to be bound by the terms and conditions of this agreement.