

POWDERHORN RESORT

**EQUIPMENT RENTAL WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & IMDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.**

1. The person who is using the equipment and/or helmet rented from Powderhorn Resort shall be referred to hereinafter as "Renter". The "Undersigned" means only the Renter when the Renter is age 18 or older **OR** it means both the Renter and the Renter's parents or legal guardians when the Renter is under the age of 18. The Undersigned agree and understand that skiing or using the rental equipment and/or helmet for any purpose (hereinafter the "Activity") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. The Undersigned agree to accept for use the equipment and/or helmet listed on this form "AS IS" and **WITH NO WARRANTIES**, express or implied. The Undersigned agree and understand that the binding release/retention values will be set by a technician on the basis of the Renter's height, weight, skier type, sole length and age, and the Undersigned verify the accuracy of all information provided by the Undersigned in connection with the equipment rental. The Undersigned agree that they have had the full and fair opportunity to completely inspect the rental equipment and/or helmet, including the DIN settings for the equipment. The Undersigned agree that the person listed on this form will be the only person using the equipment and/or helmet. If the Undersigned feel the equipment is not in proper working order and/or is not functioning properly, Renter will stop using it immediately and return it for inspection, possible repair, adjustment and/or replacement.

3. The Undersigned accept full responsibility for the care of the equipment and/or helmet during the rental period and will be responsible for the return, replacement and/or repair at full retail value as determined by the shop of any equipment and/or helmet rented under this form and not returned or returned in a damaged condition. In addition, if the rented equipment and/or helmet is not returned at the agreed upon date and time, the Undersigned shall be also held responsible for late fees. The Undersigned agree that Powderhorn Resort is authorized and shall have the right to charge the Undersigned's credit card for repair and/or replacement cost and for late fees at the full rental value of any additional time and/or days.

DAMAGE INSURANCE IS AVAILABLE WHICH IF PURCHASED WILL PROTECT YOU AGAINST DAMAGE TO THE EQUIPMENT YOU RENTED.

4. The Undersigned are advised that, under Colorado Law, a person using any of the facilities of a ski area is considered a skier. The Undersigned acknowledge and understand the dangers and risks of skiing and understand that Renter assumes ALL inherent dangers and risks as provided by the Colorado Ski Safety Act. The Undersigned further agree and understand that risks associated with participating in the Activity include, but are not limited to, injury or death from or related to:

Equipment failure; equipment malfunction; equipment damage; Renter's improper use of equipment; Technician's negligence in setting the binding release/retention values; Technician's failure to properly set the binding release/retention values; in pressure points; boot heaters; contact with foam liner; sharp edges; falling; avalanches; cornices; suffocation; crevasses; slick or uneven surfaces; slipping; tripping; loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles; drainage channels; varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; Renter or another acting in a negligent manner that may cause and/or contribute to injury to Renter or others, such as selecting terrain that exceeds his/her ability and not acting within such ability; Renter's failure to comply with signage; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Renter's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; & mental distress from exposure to any of the above.

5. The UNDERSIGNED understand that the binding system cannot guarantee the RENTER's safety. In downhill skiing, the binding system will not release or retain at all times or under all circumstances where release or retention may prevent injury or death, nor is it possible to predict every situation in which it will or will not release or retain. The UNDERSIGNED further agree and understand that the downhill ski binding system **REDUCES, BUT DOES NOT ELIMINATE THE RISK OF ANY TYPE OF INJURY TO RENTER.** The UNDERSIGNED understand and agree that lower settings on my bindings will increase releasability but also increase the risk due to inadvertent release, that higher settings on my bindings will increase retention but also increase the risk of injury due to non-release, and that injuries due to unwanted release or retention are inherent risks of skiing. The UNDERSIGNED understands that in snowboarding, cross-country skiing, skiboarding, 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.

6. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participation in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the activities. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS, THE UNDERSIGNED VOLUNTARILY AND EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH RENTER'S RENTAL AND PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

7. Additionally, in consideration for use of the rental equipment, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** Powderhorn Recreation & Development Company, LLC., d/b/a Powderhorn Resort, the equipment manufacturers or distributors, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party"). Also, **THE UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE ANY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Renter's participation in the Activity, **including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT and/or express or implied WARRANTY.**

8. The Undersigned take full responsibility for any property damage (including but not limited to equipment damage), injury or loss to Renter including death, which Renter may suffer, arising in whole or in part out of Renter's participation in the Activity. By signing this Agreement, **THE UNDERSIGNED AGREE NOT TO SUE** any Released Party and agree Undersigned are **releasing any right to make a claim or file a lawsuit** against any Released Party.

9. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Renter's use of the equipment.

10. In consideration for the rental and use of the equipment, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Renter's use of this equipment shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **DISTRICT COURT OF MESA COUNTY, COLORADO** or in the **FEDERAL COURT FOR THE STATE OF COLORADO.**

11. In the case of a minor Renter, the undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Renter, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor Renter would not be permitted to use or rent equipment and/or helmet from Powderhorn Resort.

12. By signing this Agreement without a parent or legal guardian's signature, Renter, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Renter, signing adults represent that they are a **legal** parent or guardian of the minor Renter.

13. The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

Initial _____

POWDERHORN RESORT RENTAL AGREEMENT

Phone: _____

Name of renter: _____

Address: _____

Date: _____ Date Due: _____

SKIERS	
Sport Package	<input type="checkbox"/>
High Pro Package	<input type="checkbox"/>
Telemark Package	<input type="checkbox"/>
X-Country Package	<input type="checkbox"/>
Skis only	<input type="checkbox"/>
Boots only	<input type="checkbox"/>
Weight _____	
Height _____ ft _____ in	
Age _____	
Shoe size _____	
SKIER TYPE:	
I. <input type="checkbox"/>	II. <input type="checkbox"/>
III. <input type="checkbox"/>	

SNOWBOARDERS	
Package	<input type="checkbox"/>
Board only	<input type="checkbox"/>
Boots only	<input type="checkbox"/>
Regular	<input type="checkbox"/>
Goofy	<input type="checkbox"/>
Age _____	
Height _____	
Shoe size _____	

OTHER RENTALS	
Helmet	<input type="checkbox"/>
Poles only	<input type="checkbox"/>
Snowshoes	<input type="checkbox"/>
Damage Insurance	<input type="checkbox"/>

Acknowledgment of Personal Information & Equipment Instruction

I have accurately represented the above listed information & 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 I fully understand its use & function. I agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment with the numbers appearing in the visual indicator windows of the equipment to be listed on this form. **I have carefully read the foregoing assumption of risk, release of liability & indemnification agreement, & understand its contents. I am aware that I am releasing certain legal rights that may otherwise exist.**

Printed name of renter _____

Signature of renter _____

Printed name of parent/legal guardian _____

Signature of parent/legal guardian _____

Emergency Contact: _____

Printed name	Telephone	Relationship
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Equipment is due back in the shop by 4:30 pm.

A credit card is required for all rentals.

SHOP USE ONLY	
Boot size _____	Boot sole length _____
Visual Indicator Settings	
Right Toe _____	Left Toe _____
Right Heel _____	Left Heel _____
Ski Model _____	
Inventory # _____	
Technician's Signature _____	

SHOP USE ONLY	
Boot size _____	Inventory # _____
Board Model _____	
Board Inventory # _____	
Technician's Signature _____	
Helmet Inventory # _____	
Technician's Signature _____	