

POWDERHORN RESORT

CHILDREN'S CENTER EQUIPMENT RENTAL WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT **PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.**

1. Definitions. The person using the equipment rented from **Powderhorn Ski Company LLC** shall be referred to 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 parent or legal guardian when the Renter is under the age of 18. "Released Parties" mean **Powderhorn Ski Company LLC** or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders; and the U.S. Forrest Service. The "Activity" means skiing, snowboarding, using the ski area facilities, including the lifts, for any purpose, and using the rental equipment.

2. Use of Rental Equipment. The Undersigned agree to accept for use the equipment 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, 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. If the Undersigned feel the equipment is not in proper working order and/or or is not functioning properly, Renter will stop using it immediately and return it for inspection, possible repair, adjustment and/or replacement.

3. Risks of Activity. The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to, 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; pressure points; boot heaters; contact with foam liner; sharp edges; falling; slick or uneven surfaces; surface and subsurface snow conditions; bumps; moguls; ice; variations in terrain; rugged mountainous terrain; downed timber; stumps; forest growth; rocks; debris; marked and unmarked obstacles; man-made objects; lift towers; terrain park features and elements; visibility; collisions; encounters with snowmobiles and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; avalanches; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; mental distress from exposure to any of the above; and negligence of others. **THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.**

Further, 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 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. Undersigned understand that, although Participant may be wearing a helmet, **a helmet cannot guarantee Participant's safety** and no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.

4. Duties of Renter. The Renter assumes the responsibility of maintaining control at all times while engaging in the Activity. Renter is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Renter acknowledges that he/she has the physical dexterity and knowledge to safely load, ride, and unload the lifts. Renter assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Renter may use the ski lifts without an adult present. Renter acknowledges that snowmobiles, snowmaking, snow-grooming equipment and/or other motor vehicles and equipment may be encountered at any time. Renter understands that entering or skiing in a "CLOSED" area is illegal. The Undersigned accept full responsibility for the care of the equipment 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 rented under this form and not returned or returned in a damaged condition. In addition, if the rented equipment 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 Ski Company LLC** 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 YOUR EQUIPMENT.**

5. Release, Indemnification, and Assumption of Risk. In consideration of the Renter being permitted to participate in the activity, the Undersigned agree as follows:

(a) **Release.** THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Renter's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

(b) **Indemnification.** The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether

