

**POWDERHORN MOUNTAIN RESORT - RENTALS****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 Resort 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 and any of its successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders; equipment and component part manufacturers, distributors, and retailers; Smith Optics, Inc.; and the U.S. Forrest Service. The "Activity" means renting the equipment, skiing or snowboarding, and using the rented equipment, facilities, buildings, parking lots, grounds, slopes, trails, or lifts of Released Parties for any purpose.

**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 and helmet condition. 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 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; impacts to the head; 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 no helmet can protect the wearer against all foreseeable impacts to the head, that skiing and snowboarding can expose the user to forces which exceed the limits of protection offered by the helmet, and that the helmet does not guard against injury to the neck, spine or any other part of the body. A helmet must fit properly in order to maximize its performance and that it must be used only by the Renter to whom it was fitted. If a helmet is rented, Undersigned acknowledges that the helmet has been properly fitted by Released Parties, and all instruction on the use of the helmet have been made clear and that the customer understands the function of the helmet.

**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 Released Parties are 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 equipment you rented. If a helmet is damaged or involved in any kind of accident, the Renter will immediately return it to the shop and report the accident or damage to the shop.

**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, negligence per se, premises liability, 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 or not in litigation, arising out of, or related to, Renter's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Renter's participation in the Activity.

(c) **Assumption of Risk.** The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR RENTER TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.**

**6. Minor Acknowledgment.** 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, the parent or legal guardian understands that he/she is also waiving 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 would not be permitted to participate in the Activity. 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.

**7. Medical Care.** Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for Renter or to transport Renter to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

**8. Miscellaneous.** The Undersigned further agree and understand: (a) Renter will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim shall be the District Court of Mesa County, Colorado or the federal court of the State of Colorado; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) 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 intent of the Undersigneds that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned. The undersigned agree and understand that this agreement shall remain in effect for the 2018/2019 season.

**I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

Height of Renter \_\_\_\_\_

Weight of Renter \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Renter

\_\_\_\_\_  
Birth Date of Renter

\_\_\_\_\_  
Signature of Renter if over 18 Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian Date

Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

Emergency Contact Printed Name \_\_\_\_\_ Telephone \_\_\_\_\_

**Sign and return to Powderhorn Ski Company LLC.**

**PO Box 250, Mesa, CO 81643**

**(970) 268-5700 Fax (970) 268-5737**

**[www.powderhorn.com](http://www.powderhorn.com)**