

ELDORA MOUNTAIN RESORT - EQUIPMENT RENTAL RELEASE

**PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

1. The person who is using the equipment rented from Eldora Mountain 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, snowboarding, snowshoeing, skiboarding and using ski area facilities, including the lifts, for any purpose (hereinafter the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

2. THE UNDERSIGNED agree to accept for use the equipment listed on this form "as is". THE UNDERSIGNED accept full responsibility for the care of the equipment during the rental period and will be responsible for the replacement at full retail value 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 held responsible for late fees and Eldora Mountain Resort shall have the right to charge THE UNDERSIGNED's credit card for those late fees at the full rental value of any additional time and/or days.

3. THE UNDERSIGNED represents that no misrepresentations have been made to Eldora Mountain Resort in regards to the height, weight, age, stance and/or skier type listed on this form. THE UNDERSIGNED further agree that the person listed on this form will be the only person using the equipment.

4. 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 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 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. THE UNDERSIGNED acknowledge and agree to assume and accept any and all known and unknown risks of injury to RENTER while using this equipment.

5. THE UNDERSIGNED understand the following paragraph applies whenever using a ski area in Colorado, and represents a summary of the inherent risks of skiing:

WARNING

Under Colorado law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: Changing weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees; cliffs; extreme terrain; jumps and freestyle terrain; collisions with natural objects, man-made objects, or other skiers; variation in terrain; and the failure of skiers to ski within their own abilities.

6. THE UNDERSIGNED are advised that a person using any of the facilities of a ski area is considered a skier. THE UNDERSIGNED acknowledge and understand that under Colorado Law, a skier **ASSUMES THE RISKS of the inherent dangers and risks of skiing.** THE UNDERSIGNED recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the ACTIVITY. THE UNDERSIGNED hereby **ASSUME ALL RISKS** associated with the RENTER's participation in the ACTIVITY and use of this equipment.

7. Additionally, THE UNDERSIGNED **HEREBY AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** Eldora Mountain Resort, the equipment manufacturers and distributors, their successors in interest, their affiliated organizations and companies, and their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for **ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the RENTER's use of this equipment, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH OF any express or implied WARRANTY.** By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any Released Party and agree they are **releasing any right to make a claim or file a lawsuit** against any Released Party. THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a third party arising in whole or in part from the RENTER's use of this equipment and/or

RENTER's participation in the ACTIVITY.

8. THE UNDERSIGNED understand that helmets may reduce or mitigate the severity of head injuries to the RENTER, **BUT IS IN NO WAY A GUARANTEE OF SAFETY**. THE UNDERSIGNED further recognize that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

9. THE UNDERSIGNED agree that RENTER will not use any of the equipment listed on this form until RENTER has received instruction on its use and RENTER fully understands the equipment's use and function. THE UNDERSIGNED agree to verify that the visually indicated settings to be recorded on this form for downhill ski equipment agree with the number appearing in the visual indicator windows of the equipment to be listed on this form. If THE UNDERSIGNED feel the equipment is not functioning properly, RENTER will stop using it immediately and return it for inspection and possible repair or adjustment.

10. In consideration for the 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 in the **DISTRICT COURT** residing where the alleged incident occurred 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 also signing this release on behalf of the minor RENTER and that the minor RENTER shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor RENTER, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agree that but for the foregoing, the minor RENTER would not be permitted to rent equipment from Eldora Mountain Resort.

12. By signing this agreement without a parent or guardian's signature, the RENTER represents that they are at least 18 years of age, or, if signing as the parent or guardian of a minor RENTER, you represent that you are the **legal** parent or guardian of the minor RENTER.

13. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

_____ Printed Name of RENTER	_____ Signature of RENTER	_____ Date
_____ Printed Name of Parent/Legal Guardian #1	_____ Signature of Parent/Legal Guardian #1	_____ Date
_____ Printed Name of Parent/Legal Guardian #2	_____ Signature of Parent/Legal Guardian #2	_____ Date