

**WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT**

**EQUIPMENT RENTAL, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION 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 rented from Purgatory Recreation I, LLC (PRI) 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 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 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 understand how it works. 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 PRI. The Undersigned agree that PRI 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.

3. 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 alpine ski binding system **DOES NOT REDUCE THE RISK OF INJURY TO RENTER'S KNEES or any OTHER parts of the Renter's body.** 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. The Undersigned understand that PRI **MANDATES** the use of helmets by minors 14 years and younger while participating in Ski and Snowboard School. For all other **PARTICIPANTS,** PRI recommends the use of helmets while participating in the **ACTIVITY.** The Undersigned understand and agree that a **HELMET IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable impacts to the head, and that skiing and snowboarding and other related activities can expose the Renter to forces that exceed the limits of protection provided by a helmet. **THE UNDERSIGNED** also understand that the helmet **DOES NOT GUARD AGAINST INJURY** to the neck, spine or any other part of the body, and that these limitations are **INHERENT RISKS** of the **ACTIVITY.**

4. In consideration for allowing the Renter to participate in the Activity, **THE UNDERSIGNED HEREBY TAKE FULL RESPONSIBILITY AND AGREE NOT TO SUE** PRI, the United States, agencies thereof, 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") for any property damage, injury or loss to Renter, including death, which Student/Renter may suffer, arising in whole or in part out of Student/Renter's participation in the Activity. **THE UNDERSIGNED AGREE TO HOLD HARMLESS AND HEREBY RELEASE EACH AND EVERY 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 or STATUTE and/or express or implied WARRANTY.** 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, any MINOR and/or any third party** injured by the Renter arising in whole or in part from Renter's participation in the Activity and including **ALL** the Released Party's attorney fees, costs, settlements or judgments.

5. If the Renter is a **MINOR,** the undersigned parent/guardian represents to the Released Parties that they have the **AUTHORITY** to enter into this agreement, including the **LIABILITY RELEASE** on behalf of said minor and on behalf of any other parent or guardian of said minor. The **UNDERSIGNED UNDERSTANDS** and **AGREES** that the Undersigned is responsible for obtaining **LIFE, ACCIDENT and HEALTH INSURANCE for the Undersigned and any MINOR BEFORE** Renter participates in the Activity. This Agreement 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. This Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of **THE UNDERSIGNED.**

6. In consideration for allowing Renter to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Renter's participation in the Activity shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **DISTRICT COURT OF LA PLATA COUNTY, COLORADO** or in the **FEDERAL COURT FOR THE STATE OF COLORADO** when sitting **EXCLUSIVELY** in **DURANGO, COLORADO.**

**I/WE HAVE CAREFULLY READ THE FOREGOING EQUIPMENT RENTAL, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I/WE ARE AWARE THAT I/WE ARE RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST OF UNDERSIGNED and any MINORS for whom Undersigned is signing.**

\_\_\_\_\_  
Renter's Signature or Parent/Guardian for Renters under 18 years

\_\_\_\_\_  
Date