

WINTER EQUIPMENT RENTAL RELEASE AGREEMENT

1. Although Colorado Wilderness Sports, Inc., DBA Estes Park Mountain Shop, (here and always in this document collectively referred to as "C.W.S.") has taken reasonable steps to provide you with safe and well-maintained equipment, we wish to remind you that this activity is not without certain known and unknown risks. The same elements that contribute to the unique character of this activity can be caused of loss or damage to equipment, accidental injury to participants, illness, or in extreme cases, permanent injury or death. We do not want to frighten you or reduce your enthusiasm, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks. **The following describes some, but not all of those risks:**

Falls and/or collisions with other skiers and/or snowboarders, ski trail grooming equipment, other man-made objects, animals and/or other natural obstructions. Skiing onto bare ground, ice or broken snow. Inclement weather, varying or severe snow, ice, wind, weather, white-out and avalanche conditions. The presence of objects, wholly or partially obstructed from view. My physical coordination and balance, the speed at which I travel, my ability to use/control equipment and follow directions, operator error, and/or equipment failure. Remote routes and inadequately marked trails which may lead to my becoming lost or disoriented. Cold weather and heat related injuries and illnesses including frostnip, frostbite, heat exhaustion, sunstroke, hypothermia and dehydration.

2. I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in bodily injury, death, illness, or damage to myself, to my property or to others. I expressly accept those risks not specifically listed above as well. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the risks.

3. I agree to hold harmless and indemnify C.W.S., its owners, agents and employees for all losses, damages, defense costs, attorney's fees, and any other costs incurred in connection with claims for bodily injury or property damage related to the use of this equipment, except for reasonable wear and tear.

4. I hereby voluntarily release and forever discharge C.W.S. from any and all liability, claims, demands, attorney fees, actions or rights of actions, which are related to, arise out of, or are in any way connected with my participation in this activity and with the installation, maintenance, selection, adjustment and/or use of this equipment including specifically but not limited to the negligent acts or omissions of C.W.S., for any and all bodily injury, death, illness, or damage to myself, to my property, or to others.

5. I have made no misrepresentations to C.W.S. regarding my height, weight, age, physical condition, experience or skill.

6. In the event that I file a lawsuit against C.W.S., I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

7. Should it become necessary for C.W.S. or someone on C.W.S.'s **behalf** to incur attorney's fees and costs to enforce this agreement, I agree to pay C.W.S. reasonable costs and attorney's fees.

I, the undersigned, have carefully read, agreed to, and understand the release agreement above.

Signature _____	Date _____
Signature _____	Date _____
Signature _____	Date _____
Signature _____	Date _____
Signature _____	Date _____

PARENT'S OR GUARDIANS ADDITIONAL INDEMNIFICATION (Must be completed for the participants under the age of 18)

In consideration of _____ (print minor's name)
In consideration of _____ (print minor's name)
In consideration of _____ (print minor's name)
In consideration of _____ (print minor's name)
In consideration of _____ (print minor's name)

Fill Out
This Section

Being permitted by C.W.S. to participate in its activities and use its equipment and facilities, I further agree to indemnify and hold harmless C.W.S. from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____