

MONARCH MOUNTAIN

**SKI SCHOOL AND EQUIPMENT RENTAL WARNING, 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 participating in Ski School shall be referred to hereinafter as "Student". The person who is using the equipment rented from Monarch Mountain shall be referred to hereinafter as "Renter". The "Undersigned" means only the Student/Renter when the Student/Renter is age 18 or older OR it means both the Student/Renter and the Student/Renter's parent or legal guardian when the Student/Renter is under the age of 18. The Undersigned agree and understand that taking part in ski school, skiing, snowboarding and using ski area facilities, including the lifts, or renting and/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 are advised that a person using any of the facilities of the ski area is considered a skier. The Undersigned acknowledge and understand the dangers and risks of skiing and understand the Student/Renter is a "skier" under Colorado law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the Colorado Ski Safety Act (hereinafter "Act").

3. The Undersigned further understand and agree that in signing this Agreement, the Undersigned are expressly **acknowledging and assuming additional risks and dangers of SKI SCHOOL INSTRUCTION OR EQUIPMENT RENTAL that may result in property damage, physical injury and/or death above and beyond those outlined in the Act, including but not limited to:**

Falling; drills; exercises; free skiing; following the direction of the instructor; terrain selection of the Instructor; equipment failure; equipment malfunction; equipment malfunction; equipment damage; Technician's negligence in setting the binding release/retention values; Technician's failure to properly set the binding release/retention values; in pressure points; boot heaters; contact with foam liner; sharp edges; Student/Renter's improper use of equipment; Student's use of his/her own personal equipment; Student's failure to maintain or otherwise upkeep his/her own personal equipment; avalanche's; cornices; suffocation; crevasses, slick or uneven surfaces; slipping; tripping; loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles; drainage channels; varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; Student/Renter or another acting in a negligent manner that may cause and/or contribute to injury to Student/Renter or others, interaction with other Student/Renter; snowplay; taking field trips by walking or by use of ski area or public transportation; playing, eating and/or sleeping in a childcare environment; such as selecting terrain that exceeds his/her ability and not acting within such ability; Student/Renter's failure to comply with signage; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Student/Renter's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite & mental distress from exposure to any of the above.

4. Pursuant to Colorado law, Student/Renter assumes the responsibility of maintaining control at all times while engaging in the Activity. Student/Renter is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Student/Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Further, the Undersigned understand that a minor Student/Renter may use the ski lifts without an adult present. The Undersigned are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time, and the Undersigned recognize that falls and collisions occur and injuries are common and ordinary occurrence of the Activity.

5. **The Undersigned agree to accept for use the RENTAL 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 is not functioning properly, Renter will stop using it immediately and return it for inspection, possible repair, adjustment and/or replacement.

6. 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 at the agreed upon date and time, the Undersigned shall be also held responsible for late fees. The Undersigned agree that Monarch Mountain 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.

7. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR STUDENT/RENTER TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE RENTER'S RENTAL AND STUDENT/RENTER'S PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

8. Additionally, in consideration for allowing the Student/Renter to use the rental equipment and/or to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** Monarch Mountain, 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, shareholders, and the US Forest Service (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Student/Renter, including death, which Student/Renter may suffer, arising in whole or in part out of Student/Renter's participation in the Activity. By agreeing not to sue, the Undersigned **are releasing any right to make a claim or file a lawsuit against any Released Party.** Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND 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 Student/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 and/or express or implied WARRANTY.**

9. 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 and/or third party arising in whole or in part from Student/Renter's participation in the Activity.

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

11. In the case of a minor Student, 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 Student/Renter, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor might otherwise have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor Student/Renter would not be permitted to use or rent the equipment or participate in the Activity.

12. By signing this Agreement without a parent or legal guardian's signature, Student/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 Student/Renter, signing adults represent that they are a legal parent or guardian of the minor Student/Renter.

13. 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 Undersigned's intent that this Agreement 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 ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Student/Renter _____ Date _____

Signature of Student/Renter _____ Date _____

Printed Name of Parent/Legal Guardian #1 _____ Date _____

Signature of Parent/Legal Guardian #1 _____ Date _____

Printed Name of Parent/Legal Guardian #2 _____ Date _____

Signature of Parent/Legal Guardian #2 _____ Date _____

Emergency Contact: _____
Printed Name: _____ Telephone _____ Relation _____

Name of Group: _____