

MONARCH MOUNTAIN 2011-2012

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date

Address

Telephone

SKI / RIDE SCHOOL CHILDREN'S CENTER 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 / Ride School and/or Children's Center program 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, the Children's Center program, childcare, skiing, snowboarding and using any ski area facilities including but not limited to the lifts, slopes and trails, or renting and/or using 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/snowboarding/snowblading and understand that the Student/Renter is a "skier" under Colorado law, and **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 / Ride SCHOOL INSTRUCTION, CHILDREN'S CENTER INSTRUCTION/SUPERVISION AND/OR CHILDCARE ACTIVITIES, OR EQUIPMENT RENTAL/USE** 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; interaction with other persons; exercises; free skiing; following the direction of the instructor; terrain selection of the instructor; equipment failure; equipment malfunction; injuries due to unwanted release or retention of bindings; equipment damage; 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; 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; avalanches; 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, Student/Renter's failure to act within their 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 snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift 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. Student/Renter assumes the risks of riding the lifts and engaging in activities accessible from 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 a 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, other than those stated in this agreement. The Undersigned agree and understand that the binding release/retention values will be set by a technician on the basis of the Renter's stated height, weight, skier type, sole length and age, and the Undersigned will 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 release/retention settings for the equipment. The Undersigned agree that the person(s) listed on this form will be the only person(s) 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. 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 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/ski-blading, 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.

7. 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 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.

8. 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 THE 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/OR STUDENT/ RENTER'S PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

