



# CHINA PEAK

## Equipment Rental Agreement and Release of Liability

### Part I

Instructions:

- 1) Read this contract carefully and completely. Sign/initial all fields.
- 2) Proceed to Cashier. Have Driver's License or ID ready.

1. I will read part II of this agreement, and will be responsible for obtaining all of the information required by that section and will provide a copy of Part II to the user of this agreement. I will make no misrepresentations to the Adventure Center or to China Peak Mountain Resort, hereafter CPMR, regarding the user's age, height, weight, age, ability, or any other information.

2. Participant (and guardian if participant is a minor) is aware that participation in mountain activities generally and particularly **THE SPORT OF MOUNTAIN BIKING IN ITS VARIOUS FORMS** (including the use of all relative and related equipment, specialized disabled mountain biking equipment, the use of Race Courses, Freestyle Parks, and Terrain Features; any intentional or unintentional jumping at any location; and the use of chairlifts or surface tows) **INVOLVES RISKS OF PERSONAL PROPERTY DAMAGE, INJURY, OR DEATH** that no amount of care, caution, instruction, or expertise can eliminate. Such dangers include, but are not limited to, variations in terrain and surface conditions, falls, loss of control and collisions with other mountain bikers or with natural and man-made objects. **PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS**, whether they are marked or unmarked, **INCLUDING THE RISK OF ANY NEGLIGENCE OF CPMR.**

Please Initial \_\_\_\_\_

3. In addition to the above risks, Participant (and Guardian if Participant is a minor) accepts that **SURFACE CONDITIONS** on trails, roads, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to the deposit, melting and refreezing of snow, rain, sleet, hail and ice, and the presence of sand, dust, mud, cinders or gravel, any of which may also be tracked on to interior surfaces, such that **WALKING OR OTHER DAILY ACTIVITIES**, may become **DANGEROUS**, particularly in footwear specifically designed for mountain biking and other mountain activities. **PARTICIPANT** (and Guardian if Participant is a minor) **FREELY ASSUMES ANY AND ALL RISKS of all surface conditions, INCLUDING THE RISK OF ANY NEGLIGENCE OF CPMR.**

Please Initial \_\_\_\_\_

4. In consideration for being permitted to participate in mountain biking and other mountain activities at CPMR **PARTICIPANT** (and Guardian if Participant is a minor) **AGREES TO FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND TO NOT SUE CPMR** for any injuries, death, or property damage caused by or resulting from any access to CPMR's premises or participation in any mountain activities, including mountain biking, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF CPMR's ALLEGED NEGLIGENCE.**

Please Initial \_\_\_\_\_

5. Participant (and Guardian if participant is a minor) agrees for himself/herself and his/her heirs, assigns, and representatives to **INDEMNIFY CPMR AND HOLD CPMR HARMLESS** from any and all losses, claims, actions, causes of action, or proceedings of any kind which may be initiated by any third party or by Participant or by any other person or organization of Participant's behalf, for any and all damages, judgments, costs, loss of services, or expenses arising from the activities contemplated by this agreement, including but not limited to payment of attorney fees incurred by CPMR.

Please Initial \_\_\_\_\_

6. Participant (and Guardian if Participant is a minor) hereby represents they are physically able to participate in mountain activities, including mountain biking, and authorizes any medical treatment deemed necessary in the event of any injury occurring while at CPMR. Participant (and Guardian if Participant is a minor) either has appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

Please Initial \_\_\_\_\_

7. Participant (and Guardian if Participant is a minor) grants permission to CPMR to use Participant's image appearing in any photographs, videotape, motion picture, or any other media for any of CPMR's advertising or promotional purposes whatsoever, in perpetuity throughout the world.

Please Initial \_\_\_\_\_

8. CPMR provides **NO WARRANTIES**, express or implied. This equipment is accepted **"AS IS"**. I will accept full responsibility for the care of the listed equipment. I agree to return all rented equipment by the agreed date and time to avoid any additional charges.

Please Initial \_\_\_\_\_

9. I hereby **FOREVER RELEASE and agree to not sue CPMR**, as well as **the equipment manufacturers and distributors**, and agree to **INDEMNIFY** them and CPMR and **HOLD THEM and CPMR HARMLESS** for any and all responsibility or legal liability for any injuries or damages to any user of any equipment rented with this form, for injuries or damages relating to or arising from: the use of chairlifts or surface tows, any mountain biking or general mountain activities and/or the use of any equipment rented with this form. I accept full responsibility for any and all injuries or damages, whether while mountain biking, walking, hiking, mountain biking, using chairlifts or surface tows whether or not such injuries or damages are caused by the **NEGLIGENCE OF CPMR**.

Please Initial \_\_\_\_\_

10. I understand that all equipment rented from CPMR may only be used on the permitted area of CPMR, and agree to remain within the permitted area of CPMR.

Please Initial \_\_\_\_\_

11. I understand that **CPMR STRONGLY RECOMMENDS the use of a helmet** while mountain biking or participating in similar activities, as well as protective equipment designed for mountain biking.

Please Initial \_\_\_\_\_

12. I have read this agreement and understand its terms. I am aware that this is a binding contract which provides a comprehensive release of liability. However, it is not intended to assert any claims or defenses that are prohibited by law. I agree that the foregoing agreement is intended to be as broad and inclusive as is permitted by law and that if any portion or paragraph is held invalid, the balance shall continue in full legal force and effect. I understand that by signing below I am releasing certain legal rights.

**\$16 Damage Insurance:** Covers normal and accidental damage and wear and tear for normal and reasonable use of the bicycle due to terrain features, unseen obstacles on open terrain, or breakage from common wear. **Damage caused by negligent or reckless behavior, intentional misuse, and loss due to theft ARE NOT COVERED!** Damage is solely determined by CPMR staff, and participant (and Guardian if participant is a minor) will be held financially responsible for damage/loss arising from negligent or reckless behavior, intentional misuse, and theft. **If participant (and Guardian if participant is a minor) elects to forgo damage insurance, participant (and Guardian if participant is a minor) will be held financially responsible for the full cost to repair and/or replace damaged components on the bicycle.** All bicycles are inspected prior to each rental and immediately following return by CPMR staff.

Check here if purchasing Damage Insurance with rental \_\_\_\_\_

Please Initial \_\_\_\_\_

Participant Signature			Date	
Participant Printed Name			Date of Birth	Phone Number
Participant's Address		City, State, Zip		
<b>Minor's Release</b>				
Guardian Signature			Date	
Guardian Printed Name			Date of Birth	Phone Number
Guardian Address		City, State, Zip		

Please Read Carefully Before Signing Equipment  
Rental Agreement & Release of Liability Part II

**Do Not Sign Until You Have Received Your Equipment**

In understand how this mountain bike system works and I have been fully instructed in its proper use. Any questions I have had about this equipment and its proper use have been satisfactorily answered.

I agree to check (or have user check) this equipment before each use, and that I will not use this equipment or if I am not the user to use this equipment if any parts are worn, damaged, or missing. If I am not the user, I will provide all of this information to the user.

I understand that I may return at any time to have this equipment examined, replaced, or repaired.

Participant Signature	Date
Guardian Signature if Participant is a Minor	Date