



## Equipment Rental Agreement and Release of Liability

### Part I

**Instructions: Read this contract carefully and completely. Sign/initial all fields. Proceed to Cashier. Have Driver's License or ID ready.**

I agree to read all parts of this agreement, and will be responsible for acknowledging and obtaining all of the information required in each section and will provide a copy of Part II to the holder of this agreement. I will make no misrepresentation to the Adventure Center or to **China Peak Mountain Resort LLC., and its past, present, future present companies, affiliated companies, owners, principals, directors, officers, employees, volunteers, Insurers, landowners (Collectively hereinafter CPMR)** regarding the user's age, height, weight, ability, or any other information.

"Activities" means biking (including e-biking); use of Equipment (as defined below), terrain parks, chairlifts or any other conveyance; Resort-provided transportation to and from any Activities; and any and all other uses of the Resort (as defined below) facilities including buildings and premises, food and beverage and retail locations, vehicles, sidewalks, trails, parking lots, and/or any other activity, event,

"Agreement" means this Release of Liability, Waiver of Claims, Warning, Assumption of Risk, Indemnity, and Consent to Medical Treatment/Transport Agreement if applicable.

"Equipment" means all equipment offered for use or rent by, or tuned, maintained or repaired by, the Resort, including bikes and all bike components (including e-bikes), protective gear, and helmets, and any other equipment used to participate in an Activity.

#### Acknowledgement of Risk and Hazards

**I/we understand, accept and agree that participation in the Activities, including the use of Equipment, is HAZARDOUS and involves risks of physical injury that may include permanent disability or death. I/we acknowledge and accept all dangers and risks associated with the Activities, including the use of Equipment, whether expressly listed in this Agreement, whether known or unknown to me/us, or whether they are inherent risks of the Activities, including the use of Equipment. UNDERSTANDING AND ACCEPTING ALL DANGERS AND RISKS, I/WE VOLUNTARILY CHOOSE TO PARTICIPATE IN THE ACTIVITIES, INCLUDING THE USE OF EQUIPMENT, AND/OR VOLUNTARILY CHOOSE TO ALLOW RELEASORS TO TAKE PART IN THE ACTIVITIES, INCLUDING THE USE OF EQUIPMENT.**

I/we understand, accept and agree that all Activities at the Resort and especially those Activities related to Mountain Biking that are conducted in a high alpine environment, involve numerous dangers and risks that can lead to serious injury and even death. Such dangers and risks include but are not limited to reduced oxygen in the air; rapidly changing weather conditions; exposure to the sun, rain, snow, hail and lightning; floods; landslides; open water hazards; lack of shelter; encounters with wildlife, insects or poisonous plants; natural or humanmade features or structures; steep inclines and declines; uneven and varying slopes and terrain; rocks of various sizes; trees, stumps, branches, and limbs; exposed roots; downed timber; cliffs; holes and potholes; surface depressions; wet and/or slippery surfaces and features; dirt features and other constructed features including bridges, ramps, ladders, bumps, berms, jumps, gaps, drops, and elevated stunts; negligent design and/or construction of features and trails; debris on tracks or trails; failure or malfunction of Equipment including brake devices; trips, slips and falls; collisions with vehicles, structures, features, or other participants; being struck by a chair; loss of balance or control; falling objects; falling from

platforms, and any other conveyance or structure; loose or damaged hand or toe holds; becoming lost or other participants; vertigo; hypothermia; overexertion; dehydration; sun burns, sun stroke, skin burns and abrasions; cuts, infection, fatigue, strains, fractures, activation or aggravation of pre-existing physical injuries, conditions or congenital anomalies; and risks involved with rescue operations and/or administration of Care conducted by Resort staff. PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS, whether they are marked or unmarked, INCLUDING THE RISK OF ANY NEGLIGENCE OF CPMR.

I/we understand, confirm and agree that: I/we have the physical fitness and dexterity and the knowledge required to safely load, ride and unload the chairlifts, rope or other tows, moving carpets or any other conveyances. Falls, collisions and injuries are a common and ordinary occurrence of the Activities. I/we shall obey all signs, markings, ropes and warnings posted at the Resort and all applicable laws and regulations. Entering or participating in an the activity in a "CLOSED" area may be illegal and/or result in revocation or suspension of a Pass or lift ticket; participating in an Activity off of designated trails may be more dangerous to me and others than participating in an Activity on designated trails; there are risks involved in decision-making and conduct of others including risks involved with rescue operations and medical care conducted or provided by Resort staff or third parties inside or outside of Resort boundaries, risks associated with decision-making by Resort staff to open and close terrain, and the risk that Resort staff may misjudge weather, trail or conditions, route/terrain selection, or limitations of Participants abilities that may make a certain aspect of the Activity inappropriate for the Participant. I/we will exercise caution around and avoid artificial objects, including snowmaking and snow-grooming equipment, vehicles, structures, signs, immovable objects or other property that I/we may encounter at any time. Further, I/we accept the responsibility to maintain deliberate and conscious control and to take precautions to avoid hazards at all times while participating in an Activity.

#### **RELEASE OF LIABILITY, AGREEMENT NOT TO SUE**

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 PROMISE NOT TO SUE, MAKE ANY CLAIM OR FILE ANY ACTIONS AGAINST CHINA PEAK MOUNTAIN RESORT LLC. (CPMR)**, their owners, directors' officers, landlords, landowners, parent companies, employees, equipment manufacturers, service technicians (each a Released Party) 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 BUT NOT LIMITED TO INCIDENTS ARISING OUT OF CPMR'S ALLEGED NEGLIGENCE.**

Participant (and Guardian if participant is a minor) agrees for himself/herself and his/her heirs, assigns, and representatives to **FOREVER WAIVE, DEFEND, INDEMNIFY 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.

#### **CONSENT TO USE OF IMAGE**

To the extent an image is captured at CPMR or through an interaction with the Resort, I grant to CPMR (including agencies, and contractors acting on their behalf) a worldwide, perpetual, royalty-free, irrevocable, non-exclusive and sub-licensable right and license to reproduce, modify, publish and distribute my name, image, likeness and performance in any and all forms of media now known or hereafter devised, including online and in social media. I/We additionally acknowledge I/we shall receive no compensation now or in the future for any image that may be used.

**CHOICE OF LAW**

I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of California. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims, which I may bring against the Releasees, shall be submitted to the jurisdiction of the County of Fresno, in the State of California and that no claims against the Releasees shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.

**ADDITIONAL TERMS AND CONDITIONS**

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. Helmets are required on all trails at CPMR.

**\$21 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.

**PLEASE CHECK HERE IF PURCHASING DAMAGE INSURANCE WITH RENTAL. AGREE      DECLINE**

**I HAVE CAREFULLY READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT, I UNDERSTAND THAT I/WE ARE WAIVING CERTAIN LEGAL RIGHTS, I/WE AGREE BY SIGNING BELOW TO ALL OF THE TERMS. DO NOT SIGN IF YOU DO NOT AGREE TO ALL OF THE TERMS ABOVE.**

Participants Name (printed) _____			Age _____	DOB _____
Participants Signature _____			Date _____	
Address _____		City _____		
State _____	Zip _____			

I, \_\_\_\_\_ as parent/guardian of, a minor child have the authority to enter this agreement on behalf of the named minor. On behalf of the above-named person, who has been identified as a minor, I agree as parent/guardian of the named minor to be bound by all terms and conditions of this agreement, including to DEFEND. INDEMNIFY AND HOLD CHINA PEAK MOUNTAIN RESORT LLC. HARMLESS as set forth above.

Name of minor (printed) _____			Age _____	DOB _____
Parent/Guardian Signature _____			Date _____	
Address if different from above: _____				
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**

I/we understand how this mountain bike system works and I have been given complete instructions 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 hereby acknowledge 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.

<b>Participant Signature</b>	<b>Date</b>
<b>Guardian Signature if Participant is a Minor</b>	<b>Date</b>