

HELMET ONLY RENTAL LIABILITY AGREEMENT



Date(s): _____

Po Box 236, Lakeshore, CA 93634

Helmet User: _____ Age of Participant: _____

Address: _____ Parent/guardian if under 18: _____

City, State, Zip: _____ Phone: _____

I agree to read all parts of this agreement, I/we 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.

This agreement, subject to the terms and conditions hereof, is entered into between China Peak Mountain Resort (hereinafter referred to as (CPMR), located at 59265 Hwy 168, Lakeshore, CA (mailing address P.O. Box 236, Lakeshore, CA 93634) and _____ hereinafter referred to as "user".

Check Out: MODEL NAME _____ SIZE _____ COLOR _____ INV #_A_____

CPMR Rental Shop Employee _____

CPMR Employee Printed Name _____ CPMR Employee Initials _____

Mountain biking can be fun, but accidents and injuries can happen. Helmets can protect against some head injuries but not all. I/we understand that no helmet can protect the wearer against all foreseeable impacts to the head, that mountain biking can expose the user to forces which exceed the limits of protection offered by the helmet, and that the helmet does not guard against injury to the neck, spine or other parts of the body. These limitations are inherent risks to my chosen activity. I/we assume all **RISKS OF DEATH AND INJURY** to any part of the user's body while using the helmet, including any that may result from the use of the helmet. I agree, to the fullest extent of the law, to **FOREVER RELEASE and agree not to sue CPMR**, as well as the **helmet manufacturers and distributors**, and I agree to **INDEMNIFY** them and **HOLD THEM HARMLESS** for any and all responsibility or legal liability for any injuries, damages or death to any user of the helmet, whether or not such injuries or damages were caused by the **NEGLIGENCE OF CPMR**. I/we agree to defend and indemnify them if any claim or action is pursued for any injuries, damages, or death relating to mountain biking and related activities involving the use of the helmet.

(Please Initial _____)

I/we understand that the helmet must fit properly in order to maximize its performance and that it must be used only by the user to whom it was fitted. I acknowledge that "CPMR" is an authorized dealer for this helmet, and that the user has been properly fitted by "CPMR". I have been given instruction on the use and function of the helmet.

(Please initial _____)

I/we understand that if the helmet is damaged or involved in any kind of accident, I will immediately return it to the shop and report the accident or damage to the shop.

(Please initial _____)

X _____
Participant/User's Signature Date

X _____
Responsible Party/ Parent/Guardian Signature

CHECK IN Date _____

Post Rental Customer Comments:

Helmet User: _____ Parent/Guardian, if under 18: _____

Please Circle One

Did the user have any falls or major accidents while wearing the helmet? Yes

No

Did the user notice any loose or broken parts or have any problems with the helmet? Yes No

Signature _____ Date _____

Responsible Party for Minor (printed name) _____

Employee Input: Post Rental Use Inspection

Please Circle One

Do you see any signs of impact or accident, including scuff/scratches, dents or cracks? Yes No

Is the fit system in good working condition and thoroughly attached to the helmet? Yes No

Are there any fraying, cuts, cracks, or discoloration in the straps? Yes No

Are the internal fit pads in the helmet and in good condition? Yes No

Is the helmet ready to be returned to inventory? Yes No

Explain any no answers and action taken: _____

CPMR Employee Completing Report (Print) _____

Signature _____ Date _____