

**EQUIPMENT RENTAL WARNING, ASSUMPTION of RISK,
RELEASE of LIABILITY, and INDEMNIFICATION AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

1. The person who is using the equipment rented from Core Mountain Enterprises, LLC d/b/a Silverton Mountain shall be referred to hereinafter as "RENTER". "THE UNDERSIGNED" means only the RENTER when the RENTER is age 18 or older **OR** it means both the RENTER and the RENTER's parents or legal guardians when the RENTER is under the age of 18. THE UNDERSIGNED agree and understand that skiing, snowboarding, snowshoeing, skiboarding, telemarking, and any use of the ski area facilities, including the lifts, helicopters, or other facilities for any purpose (hereinafter the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

2. THE UNDERSIGNED agrees to accept for use the rented equipment "as is" and WITH NO WARRANTIES, express or implied. **THE UNDERSIGNED understands and agrees that equipment used as an aid or safety measure while participating in the ACTIVITY may malfunction, fail, or break and that no RELEASED PARTY is responsible for the condition of any such equipment.** THE UNDERSIGNED accepts full responsibility for the care of the equipment during the rental period and will be responsible for the replacement 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 held responsible for late fees and Core Mountain Enterprises, LLC d/b/a Silverton Mountain shall have the right to charge THE UNDERSIGNED's credit card for those late fees at the full rental value of any additional time and/or days.

3. THE UNDERSIGNED represent that no misrepresentations have been made to Core Mountain Enterprises, LLC d/b/a Silverton Mountain in regards to the height, weight, age, stance, skier type, and/or any other information listed on any forms. THE UNDERSIGNED further agree that the person listed on this form will be the only person using the equipment. THE UNDERSIGNED understand that a leash or other runaway prevention system must be used with all skis and snowboards at all times, including while riding lifts and while carrying snowboards on or near a slope.

4. 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 my 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 injures due to unwanted release or retention are inherent risks of skiing. THE UNDERSIGNED understands that in snowboarding, cross-country skiing, skiboarding, telemarking, 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. THE UNDERSIGNED acknowledge and agree to assume and accept any and all known and unknown risks of injury to RENTER while using this equipment.

5. THE UNDERSIGNED understand the following paragraph applies whenever using a ski area in Colorado, and represents a summary of the inherent risks of skiing:

WARNING

Under Colorado law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: Changing weather conditions; existing and changing snow conditions (avalanches); bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers; variation in terrain; and the failure of skiers to ski within their own abilities.

The Ski Safety Act was amended in 2004 to include CLIFFS, EXTREME TERRAIN, JUMPS AND FREESTYLE TERRAIN as inherent dangers and risks of the sport.

6. THE UNDERSIGNED are advised that a person using any of the facilities of a ski area is considered a skier. THE UNDERSIGNED acknowledge and understand that a skier **ASSUMES THE RISKS of the inherent dangers and risks of skiing.** The risk of avalanches on or near steep slopes cannot be eliminated and is a risk inherent in skiing in and around steep terrain. THE UNDERSIGNED recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the ACTIVITY. THE UNDERSIGNED hereby **VOLUNTARILY ASSUME ALL RISKS** associated with the RENTER's participation in the ACTIVITY and use of this equipment.

7. Additionally, THE UNDERSIGNED **HEREBY AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** Core Mountain Enterprises, LLC d/b/a Silverton Mountain, Silverton Guides LLC, the equipment manufacturers and distributors, the United States (including but not limited to the U.S. Department of Interior, U.S. Bureau of Land Management), their successors in interest, their affiliated organizations and companies, and each of their respective insurance carriers, agents, employees, representatives, members, assignees, officers, directors, medical providers, and shareholders (each hereinafter a "RELEASED PARTY") for **ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the RENTER's use of this equipment, **including those claims based on any malfunction or absence of equipment, any RELEASED PARTY's alleged or actual NEGLIGENCE, BREACH OF any express or implied WARRANTY, breach of contract, breach of any statutory or other duty of care, or mistakes or errors in judgment of any kind.**

8. THE UNDERSIGNED take full responsibility for any injury or loss to RENTER, including death, which RENTER may suffer, arising in whole or in part out of the ACTIVITY. By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any RELEASED PARTY and agree they are **releasing any right to make a claim or file a lawsuit** against any RELEASED PARTY. THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD PARTY arising in whole or in part from the RENTER's use of this equipment and/or RENTER's participation in the ACTIVITY. THE UNDERSIGNED agree to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED.

9. THE UNDERSIGNED understand and agree that a helmet **IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable impacts to the head, and that skiing and snowboarding and other related activities can expose the user to forces that exceed the limits of protection provided by this helmet. THE UNDERSIGNED also understand that the helmet does not guard against injury to the neck, spine or any other part of my body, and that these limitations are **INHERENT RISKS** of any activity in which a helmet may used.

10. THE UNDERSIGNED agree that RENTER will not use any of the rented equipment until RENTER has received instruction on its use and RENTER fully understands the equipment's use and function. THE UNDERSIGNED agree to verify that the visually indicated settings to be recorded on any forms for downhill ski equipment agree with the number appearing in the visual indicator windows of the equipment to be listed on the forms. If THE UNDERSIGNED feel the equipment is not functioning properly, RENTER will stop using it immediately and return it for inspection and possible repair or adjustment.

11. In consideration for the use of the equipment, THE UNDERSIGNED **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the RENTER's use of this equipment shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF COLORADO.**

12. In the case of a minor RENTER, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor RENTER and that the minor RENTER shall be bound by all the terms of this release. Additionally, **by signing this release as the parent or legal guardian of a minor RENTER, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have.** The undersigned parent or legal guardian agree that but for the foregoing, the minor RENTER would not be permitted to rent equipment from Core Mountain Enterprises, LLC d/b/a Silverton Mountain.

13. By signing this agreement without a parent or guardian's signature, the RENTER represents that they are at least 18 years of age, or, if signing as the parent or guardian of a minor RENTER, you represent that you are the **legal** parent or guardian of the minor RENTER.

14. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED. In entering this Agreement, THE UNDERSIGNED is not relying on any written or oral representations or statements by any RELEASED PARTY.

**I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM
RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.**

Printed Name of RENTER

Signature of RENTER

Date

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date