

## Platte River Outfitters Snowshoe Rental Agreement

Participant: \_\_\_\_\_ Date: \_\_\_\_\_  
First Name Last Name Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: home (\_\_\_\_) \_\_\_\_-\_\_\_\_ cell (\_\_\_\_) \_\_\_\_-\_\_\_\_ e-mail: \_\_\_\_\_

Please initial before each statement to indicate that you have read and understand:

Initial \_\_\_\_\_ Stay off of plowed/shoveled surfaces to avoid damaging snowshoe crampons

Initial \_\_\_\_\_ Always keep your snowshoes buckled and secure on your boots/shoes

Initial \_\_\_\_\_ Snowshoes are not permitted on the ice

Initial \_\_\_\_\_ A waiver must be signed (by a parent/legal guardian if under 18) prior to using snowshoes

Rental Information:

- Cost: \$20/full day or \$10/3 hrs (availability may be limited). Fees will not be prorated
- Snowshoes must be returned by closing each day unless overnight arrangements have been made
- No refunds due to weather or travel changes
- Any equipment turned in after store hours will be charged a full days rental
- Participants will be liable to pay for any damages to the equipment up to \$150
- A state ID, driver's license, credit card information or car keys will be held as a deposit.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### IMPORTANT INFORMATION & DISCLAIMER

Participants and parents/guardians of minors registering for this program/activity must recognize that there is an inherent risk of injury when choosing to participate in recreational activities. You are solely responsible for determining if you or your minor child/ward are physically fit and/or adequately skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity. Renter acknowledges and agrees that that Renter takes the equipment and each part thereof "as-is" and that Platte River Outfitters has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the equipment in any respect whatsoever or in connection with or for the purposes and uses of renter, or as to the absence of latent or other defects whether or not discoverable, or as to any obligation based on strict liability in tort or any other representation, warranty, or covenant of any kind or character, express or implied, with respect thereto, it being agreed that all risks incident thereto are to be borne by Renter and Owner shall not be obligated or liable for actual, incidental, consequential, or other damages of or to buyer or other person or entity arising out of or in connection with the use or performance of the equipment and the maintenance thereof. Initial \_\_\_\_\_

### WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that in signing up and participating in snowshoeing/activities, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with this rental agreement and snowshoeing activities (including transportation services when provided). I have inspected said equipment and acknowledge that upon receipt it is in good working order with no defects or abnormalities. I understand and agree that Platte River Outfitters is not providing supervision or instruction in the use of said equipment and that I am solely responsible for determining the appropriateness of the equipment for any intended use. Further, I agree to be responsible for any damage to the equipment, except ordinary wear and tear.

I recognize and acknowledge that there are certain risks of physical injury to participants in snowshoeing activities, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) as a result of this rental agreement and participating

Initial \_\_\_\_\_ (OVER)

in snowshoeing activities against the Platte River Outfitters including its officials, agents, volunteers and employees. Furthermore, in consideration of the rental of snowshoe equipment, I agree to reimburse Platte River Outfitters for any damage or loss of the equipment, normal wear being excepted. I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. If registering on-line or via fax, my on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature.

Participant's Name: \_\_\_\_\_ (please print)

Participant's Signature: \_\_\_\_\_  
(or Parent/Guardian signature if under 18)

Date: \_\_\_\_\_

-----Staff use only-----

Size/Color: \_\_\_\_\_ Poles: Yes \_\_\_\_\_ No \_\_\_\_\_

Time Out: \_\_\_\_\_ Time In: \_\_\_\_\_

Condition at checkout: \_\_\_\_\_

Condition at return: \_\_\_\_\_

Staff Name: \_\_\_\_\_