Release of liability and Waiver of Claims

by signing this release, you SHALL waive or give up certain legal Rights, including the right to sue or claim compensation.

please read carefully!

|  |  |
| --- | --- |
| TO: | 719 SKI BIKE LLC ("**719 SKI BIKE**"), and any officers, employees, instructors, guides, agents, representatives, independent contractors, suppliers, sponsors, successors of 719 SKI BIKE (each an "**Affiliate**" and collectively with 719 SKI BIKE, the "**Releasees**"). |

Activities and Equipment.

# This Waiver applies to the following services as set out in the Terms and Conditions found on [https://719skibike.com](https://719skibike.com/) (the "**Terms and Conditions**"):

# 719 SKI BIKE Rental – SB100 \_\_\_ QTY \_\_\_ Bike Number\_\_\_

# SKI BIKE Rental – SB200 \_\_\_ QTY \_\_\_ Bike Number\_\_\_

# In consideration of the Releasees permitting the individual named below ("I" or "me") to participate in Ski Bike activities including, but not limited to activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: rental of bikes outfitted for winter use (also know as "ski bikes"), travel, transport, carry, take, and other such activities, events and services in any way connected with or related to Ski Biking (collectively, the "**Activities**"), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this Release.

# I acknowledge that 719 SKI BIKE provides the following:

Ski Bike rentals, bike rack rentals, bike tailgate pad rentals, bike lock rentals. (collectively and as dependant on the season in which the Activities take place, the "**Equipment**")

I acknowledge and agree that 719 SKI BIKE will only provide the above Equipment. I shall provide any other items I so require. I have been advised that the Activities are dependant on the weather and I agree to dress appropriately as weather dictates.

# I have been advised to wear a helmet approved according to applicable laws while participating in the Activities and to comply with all applicable municipal and provincial laws and regulations. I recognize that I may suffer a serious head injury or death while participating in the Activities whether I wear a helmet or not. I acknowledge that 719 SKI BIKE will provide instruction as to the use of the Equipment and I acknowledge and agree that failure to use the Equipment as instructed may result in damage to property, injury, or death.

Assumption of Risk.

# I have read the Terms and Conditions and agree that the Services are provided subject to the Terms and Conditions.

# I am aware that the Activities and the use of the Equipment involves many risks, dangers and hazards including, but not limited to: changing weather conditions; mechanical failure of the Equipment; loss of balance or control; slips, trips and falls; exposed rock, earth, mud, water, ice and other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of snow, water or ice beneath the surface; roadway conditions; variations in the terrain which may create blind spots or areas of reduced visibility; high speed descents; difficulty or inability to control one’s speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in riding terrain including steep or slippery sections, trees, roots, logs, rocks, rock drops, loose gravel, holes, depressions, and constructed features such as bridges, ramps, bumps, berms, jumps, and drops; collision with natural and constructed objects, other cyclists, vehicles, and pedestrians; encounters with domestic or wild animals; negligence of other persons; road-banks or cut-banks; collision with fences, equipment or structures; collision with other persons; the failure to act safely or within one’s own ability or to stay on designated marked paths, sidewalks, roads or other bike routes; negligent first aid; negligence or omission of others, including other pedestrians or motorists; negligence arising from the repair, maintenance or operation of the Equipment and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES.**

# **INITIALS**\_\_\_\_\_\_\_\_\_

# I am aware that the Equipment can become damaged or may be in disrepair due to regular use, wear and tear, negligence of the Releasees or other users through vandalism, or other causes, and the Releasees are often not notified of such damage or disrepair right away. Although 719 SKI BIKE endeavors to keep the Equipment in good repair, 719 SKI BIKE may not be aware if and when the Equipment may be damaged or in need of repair. Your use of the Equipment may result in injury or death including but not limited to: **BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, MENTAL OR PHYSICAL ANGUISH, OR DEATH ("Injuries").**

# **INITIALS**\_\_\_\_\_\_\_\_\_

# **I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF INJURIES.**

# **INITIALS**\_\_\_\_\_\_\_\_\_

Release of Liability, Waiver of Claims, and Indemnity.

In consideration of 719 SKI BIKE accepting my application for a rental, participating in the Activities, and permitting my use of its Equipment, I hereby agree as follows:

# **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees, and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or cause that my next of kin may suffer or cause resulting from either my participation in the Activities or use of Equipment or **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY WARRANTY ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES AND OTHER ACTIVITIES REFERRED TO ABOVE;**

# **INITIALS**\_\_\_\_\_\_\_\_\_

# TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the Activities or use of the Equipment.

# This Release shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity.

# This release shall not be assigned without written consent of both parties.

# This Release and any rights, duties and obligations as between the parties to this Release shall be governed by and interpreted solely in accordance with the laws of the State of Colorado in El Paso County Colorado Springs, Colorado and no other jurisdiction.

# Any litigation involving the parties to this Release shall be brought solely within the State of Colorado in El Paso County Colorado Springs, Colorado, CO and shall be within the exclusive jurisdiction of the Courts of the State of Colorado in El Paso County Colorado Springs, Colorado.

# In entering into this Release, I am not relying upon any oral or written representations or statements made by the Releases with respect to the safety ofthe Activities other than what is set forth in this Release.

# THE RELEASEES SHALL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS OR EXPENSES CAUSED OR GIVEN TO ME DUE TO PARTICIPATION IN ACTIVITIES AND ANY OTHER USE OF EQUIPMENT FROM 719 SKI BIKE.

# WHEN PERMITTED BY LAW, THE RELEASEES SHALL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. IN ALL CASES, THE RELEASEES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, WETHER FORESEEABLE OR UNFORESEEABLE, AND I SHALL IMMEDIATELY RELEASE THE RELEASEES FOR ANY LOSS, LIABLILITY, OR DAMAGE DISCUSSED IN THIS PARAGRAPH.

# **INITIALS**\_\_\_\_\_\_\_\_\_

**BY INITIALING IN THE SPACE BELOW, I CONFIRM I READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. This Release Agreement shall apply to my current rental with 719 SKI BIKE and any of its Affiliates:**

# **INITIALS**\_\_\_\_\_\_\_\_\_

Terms and Conditions.

# You acknowledge that rentals are non-refundable and non-transferable and are to be held within the date they were purchased for.

# You represent that you are of legal age and have all rights and authority to enter binding contracts and agree to these terms and conditions, whether personally or on behalf of an entity that you have included in your rental.

# You acknowledge and represent to the Releasees that you are in proper physical condition, including the ability to carry up to Ten (10) pounds of Equipment, to participate in and do not have any medical or other conditions that would impair your ability to participate in the Activities.

# You agree and represent to the Releasees that you shall follow all instructions, recommendations, and cautions of 719 SKI BIKE and its Affiliates, and all instructions, recommendations, cautions, of all premises where the equipment is used, at any and all times during the Activities. If at any time you believe conditions to be unsafe or that you are no longer in proper physical condition to participate in the Activities, you shall immediately inform 719 SKI BIKE.

# The Equipment is the property of 719 SKI BIKE and your rental of the Equipment is for your leisurely personal and non-commercial use only. It is not transferable and cannot be resold.

# Respect the outdoors. Respect others. Respect yourself. If you do not obey this rule, you may lose your rental privileges. Offensive or threatening behavior toward our staff shall not be tolerated.

# You are liable for any misuse of the Equipment. You are responsible for reporting to 719 SKI BIKE if the Equipment gets lost, stolen or damaged immediately, and you shall be responsible for all costs related thereto.

# You agree and acknowledge that it is your responsibility to use the Equipment safely. You are responsible for any harm you cause to other people, including a passenger, animals, and/or property. 719 SKI BIKE reserves the right, at any time, and without notice, to amend the Rules of Play and Terms and Conditions. Use of the Equipment is subject to the Terms and Conditions of 719 SKI BIKE, and this Release.

In entering into this Release, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the Activities, other than what is set forth in this Release.

I understand this Release shall apply for every day in which I engage in the Activities.

I have read and understand this Release and I am aware that by signing this agreement I am waiving certain legal rights that I, or my heirs, next of kin, executors, administrators, and representatives may have against the Releasees.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name**  (print clearly) | **Date of Birth**  (mm/dd/yy) | **Signature** | **Phone Number** | **Email** | **Current Date**  (mm/dd/yy) |
|  |  |  |  |  |  |

I have read and agree to the above:

INSERT COPY OF DRIVERS LICENSE:

Minors.

Minors between the ages of eight (08) and Eighteen (18) may participate in the Activities with the written permission of their legal guardian (which may be evidenced by the execution of this Release).

I have entered into an agreement on behalf of my child(ren) (my Child or Children) with 719 SKI BIKE, to engage in the Activities as described herein. **I hereby give consent for my Child(ren) to participate in the Activities and on my own behalf and on behalf of my Child(ren) agree to all the terms and conditions set forth in this Release.**

On my own behalf and on behalf of my Child(ren) I hereby expressly waive and release any and all claims which I or my Child(ren) have or may in the future have against the Releasees, subject to the terms of this Release, due to any cause whatsoever, without limitation, whether arising out of the negligence of the 719 SKI BIKE or any other Releasee or otherwise, including without limitation, breach of contract, or breach of any statutory or other duty of care. On my own behalf and on behalf of my Child(ren) I covenant not to make or bring any such claim against the Releasees, and forever release and discharge the Releasees and all other Releasees from liability under such claims. I understand that I and my children are sound by all terms of this release.

**Dated**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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| Child's Name |
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| Child's Name |
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| Child's Name |
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| Child's Name |
|  |  |  |
|  |  |
| Address |  |
|  |
| Legal Guardian (PRINT NAME): |
|  |
| Legal Guardian (SIGNATURE): |