



TryASkibike.com
Release of Liability Form
23/24 Season



***** PLEASE READ AND UNDERSTAND ALL TERMS AND CONDITIONS*****

1. I understand that the sport of TYPE 2 ski biking and other recreational activities involve inherent risks such as INJURY or DEATH. I voluntarily agree to expressly assume all risk of INJURY or DEATH that may result from Type 2 ski biking use, or which relate in any way to the use of equipment.

2. I accept the responsibility for the use of equipment listed on this form and accept full financial responsibility for the care and storage of the equipment while it is in my possession, which is not limited to BROKEN, DAMAGED, or STOLEN equipment. I will be responsible for the replacement at FULL VALUE of any equipment rented under this form not returned to CLEAR CREEK SKI BIKES upon the agreed date and time.

3. I understand that a helmet designed for recreational snow sports use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious INJURY or DEATH can occur from both low-and-high energy impacts, even when a helmet is worn.

4. I understand my responsibility as a rider under the SKI SAFETY ACT. COLORADO REVISED STATUTES, TITLE 33: WILDLIFE & PARKS & OUTDOOR RECREATION as well as ARTICLE 44: SKI SAFETY AND LIABILITY. Effective July 1, 2006

5. I agree to release CLEAR CREEK SKI BIKES and its employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of this equipment (collectively "PROVIDERS") from all liability from INJURY, DEATH, PROPERTY LOSS OR DAMAGE which results from the equipment users participation in the sport of Type 2 ski biking, or is related to the use of this equipment including all liability which results from the NEGLIGENCE of PROVIDERS, or any other person or cause.

6. I further agree to defend and indemnify PROVIDERS for any LOSS or DAMAGE including any that results from CLAIMS or LAWSUITS for personal INJURY, DEATH, and PROPERTY LOSS or DAMAGE related in any way to the use of this equipment.

7. In exchange for, and in consideration for CLEAR CREEK SKI BIKES making this equipment available to me for the participation in the sport of Type 2 ski biking, I CONTRACTUALLY AGREE that any and ALL DISPUTES between myself and CLEAR CREEK SKI BIKES arising from my use of this equipment OR my participation in Type 2 ski biking, and including any claims for PERSONAL INJURY or DEATH, will be governed by the laws of the STATE OF COLORADO and EXCLUSIVE JURISDICTION thereof will be in the state court residing in the county where the alleged tort occurred.

8. I have made no misrepresentation to CLEAR CREEK SKI BIKES with regard to any information which they have requested of me related to the rental/use of equipment.

9. I hereby AGREE & ACCEPT the terms and conditions of this contract. This document constitutes the FINAL & ENTIRE AGREEMENT between CLEAR CREEK SKI BIKES and the undersigned.

I, THE UNDERSIGNED HAVE CAREFULLY READ AND UNDERSTAND THE EQUIPMENT RENTAL AGREEMENT AND RELEASE OF LIABILITY

DATE: _____

ADDRESS: _____

PHONE #: _____

EMAIL: _____

INITIAL: _____

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PRINT NAME: _____

SIGNATURE: _____

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IF RENTER IS UNDER 18 PARENT OR GUARDIAN SIGNATURE

By signing for a minor I verify that I am the legal parent/guardian of the minor above and I have the authority to enter into this agreement on behalf of the equipment user, I agree to be bound by the terms and conditions of this contract.

INITIAL: _____

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

