



11715 E 119th Ave
Commerce City, CO 80640
303-249-2631

SKIBOB RENTAL AGREEMENT AND RELEASE

Renter's Name		Renter's Phone	
Renter's Birth Date		Renter's Email	
Renter's Address			

BuildASkiBike.com LLC agrees to rent the following skibob (the “skibob”) and foot skis to Renter, upon the condition that Renter agrees to all terms and conditions set forth below (including the release of claims) and evidences that agreement with his/her signature below . The ski bob shall be rented for the time period and daily rate specified as follows:

Skibob ID#		Skibob Make/Model/Color	
TIME OUT		TIME BACK	
TOTAL RENTAL AMOUNT		SECURITY DEPOSIT	
FOOTSKIS DECIPTION:		ADDITIONAL ACCESSORIES	

BASB Rep
Initials Upon
Check-In

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE BUILDASKIBIKE.COM LLC FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY BUILDASKIBIKE.COM LLC AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE SKIBOB. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release, and forever discharge **BUILDASKIBIKE.COM LLC**, **BU ILDASKIBIKE.COM LLC'S** agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the skibob and footskis; or in any way arising out of the rental relationship between Renter and **BUILDASKIBIKE.COM LLC**.

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless **BUILDASKIBIKE.COM LLC**, **BUILDASKIBIKE.COM LLC'S** agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's use, misuse or abuse of the skibob and foot skis.

Terms and Conditions

1. Assumption of Risk. Renter acknowledges that the activities for which the skibob and foot skis are designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the skibob and foot skis.

RENTER INITIALS

2. Acceptable Use. Renter agrees and acknowledges that he/she will be the sole operator of the skibob, and will use the skibob in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by **BUILDASKIBIKE.COM LLC** or the aforementioned ski resort, and any applicable laws or regulations.

3. Prohibited Activities. Renter shall not violate any of the following rules and regulations during his/her operation of the skibob and foot skis:

- There are **no passengers** permitted on the skibob unless expressly permitted by **BUILDASKIBIKE.COM LLC** in writing prior to use.
- There is **no smoking** while on the skibob.
- There are **no alcoholic beverages** permitted while using the skibob.

4. Unsafe Use. If at any time **BUILDASKIBIKE.COM LLC** determines that Renter has engaged in an unsafe or hazardous use of the skibob, **BUILDASKIBIKE.COM LLC** may immediately terminate the rental. Upon notification of termination, Renter must return the skibob and foot skis to the designated return area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded his/her security deposit. **BUILDASKIBIKE.COM LLC** shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

5. Condition of Skibob and Foot skis upon Return The Renter shall return the skibob to the designated return area clean and in the same condition as it was in when given to Renter, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the skibob and foot skis during the rental period. **BUILDASKIBIKE.COM LLC** shall retain any portion (or all) of Renter's security deposit as necessary to cover repairs for such damages. To the extent that damages to the skibob and foot skis exceed the amount of the security deposit, Renter shall be billed by **BUILDASKIBIKE.COM LLC** for the full amount of damages caused by Renter during the rental period, including reasonable attorney's fees.

6. Late Return. If Renter returns the skibob and foot skis to the designated return area more than 20 minutes after the scheduled "Time Back," Renter shall forfeit his/her security deposit.

Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

RENTER

Signature

Print Name

Date