

Equipment Terms, Conditions and Liability Waiver

TERMS AND CONDITIONS

FINANCIAL RESPONSIBILITIES AND OBLIGATIONS:

I, UNDERSIGNED, with signature below, take full financial & otherwise responsibility for the return of all listed above equipment by all RENTERS & ADDITIONAL RENTERS. I further acknowledge the above-listed equipment & price above. I give 2TS permission to charge the above credit card for the listed value, or portion thereof, for any damage, or complete loss for any reason. Any credit card disputes, charge backs or denial of charges not deemed valid is considered theft. I further acknowledge that I am signing this agreement freely & voluntarily, & intend my signature to be a **complete & unconditional release of all liability for myself and/or the Minor RENTER** due to 1) **negligence** by 2TS & its owners, directors, officers, employees, members, lessors, lessees, volunteers, independent contractors, equipment providers, & agents; and/or 2) the **inherent risks** of activities & the use of 2TS rental equipment, to the greatest extent allowed by the State of Colorado. *Further, I assert that 1) RENTER; I have accepted the risks of said activities & use of rental equipment at 2TS, 2) RENTER; I assume this responsibility of the risk to the Minor user 3) RENTER; he/she understands this Agreement; and 4) RENTER; by my/our signature(s) below, I/we knowingly accept & assume the inherent risks of ski & snowboard activities & the risks of using rental agreement.* **I acknowledge & accept the Terms & Conditions as stated on the back of this form.**

DEFINITION: RENTER – means the individual using the rental equipment and financially responsible for all equipment provided by 2TS for all parties involved including Additional Renters and **Minor(s)** (under the age of 18), it includes such Minor RENTER'S parent or perceived legal guardian, signing on behalf on himself/herself and on behalf of the Minor RENTER. **2TS** – 2nd Time Sports. **ADDITIONAL RENTERS** are not financially responsible but use the equipment provided by 2TS.

EQUIPMENT RENTAL AGREEMENT

I, the RENTER, will accept the responsibility for the use and care of the rental equipment and agree that:

- I assume all responsibility for using said equipment without any instructions from 2TS.
- I will accept the rental equipment as-is, having made my inspection of said equipment.
- I will reimburse 2TS, FULL VALUE OF EQUIPMENT TAKEN from the front page, for any loss, damage, or unreasonable wear & tear of the rental equipment.
- I will use the rental equipment only for the purpose of participating in legal sports activities.
- I will not allow anyone else to use the rental equipment issued to me.
- I will stop using the rental equipment immediately if it is not functioning properly. I will take pictures and text any visible problems to 720-545-7714. I will return the said equipment to 2TS, without further use, for inspection, repair, adjustment, or replacement.
- I will stop using a rental helmet immediately, return it, and make a written report if there is 1) an incident while wearing a helmet or 2) the helmet is damaged.

INHERENT RISKS AND LIMITATIONS OF RENTAL EQUIPMENT:

As a RENTER or ADDITIONAL RENTER of ski rental equipment, I understand there are **injury-prevention limitations of ski bindings**. I understand that although adjustments may be made, ski bindings will not release under all circumstances, nor is it possible to predict every situation in which they release and are no guarantee of my safety. I further understand that ski bindings do not reduce the risk of any type of injury. I understand that providing inaccurate information regarding my height, weight, age, or skier type may increase risk of injury or death.

As a RENTER or ADDITIONAL RENTER of snowboard rental equipment, I understand there are **injury-prevention limitations of snowboard boot-binding systems**. I understand that snowboard boot-binding systems will not ordinarily release during use, nor are they specifically designed or intended to release because of forces during ordinary operation and are therefore no guarantee of my safety.

As a RENTER or ADDITIONAL RENTER of a rental helmet, I understand there are **injury-prevention limitations of helmets**.

I understand that a helmet may help reduce or mitigate the severity of head injuries but is no guarantee of my safety.

I understand that 1) a helmet has a limited shock absorption capability; 2) even when a helmet is worn, serious injury or even death can result from both low and high-energy impacts, and 3) a helmet will not protect me against the unavoidable and inherent risks in recreational snow sports. I understand that to function at its full capacity, the helmet must fit correctly. I understand that 1) when I fasten the chinstrap and shake my head there should be no significant movement of the helmet and 2) at rest, the helmet should feel comfortably snug. **I assert that I will not accept the rental helmet unless I am satisfied that it does fit correctly.**

I understand 1) that the helmet does not protect against trauma to any other part of my body, including but not limited to my neck, face, and spine; and 2) that these limitations are unavoidable and are inherent risks of any ski and snowboard activity in which the helmet will be used.

ACKNOWLEDGEMENT OF UNDERSTANDING: I, the RENTER, or the Parent/Legal Guardian of the Minor RENTER or

ADDITIONAL RENTER, certify the following by my signature:

- I agree that if any part of this agreement is found to be invalid or unenforceable, the remainder shall be given full force and effect. I further agree that only the laws of the State of Colorado shall apply in the construction or application of this agreement and that any legal action must be brought in the Circuit or Superior Court of Adams County or the United States District Court for the State of Colorado.
- I agree that the extent of any financial impact to 2TS is the monetary full or partial refund of said equipment rental costs.
- I acknowledge I am renting used equipment and assume all risks in doing such.
- I have full legally binding authority and understand that these agreements are legally binding on myself and/or the Minor RENTER or the estate thereof.