

**BUILDASKIBIKE.COM LLC AGREEMENT
WAIVER & RELEASE FROM LIABILITY**

Please read these terms and conditions (“Terms”) carefully. These Terms (in their entirety) constitute a binding agreement between you and BuildASkiBike.com LLC, its directors, officers, employees, contractors, and volunteers (a/k/a SnowFunBikes, collectively the “Company”). By renting any BuildASkiBike.com LLC equipment, and participating in ski biking, snow biking, and/or ski bobbing (the “Activity”) you are agreeing to be bound by these Terms.

1. **Use of Rental Equipment.** You agree to accept for use the equipment “AS IS” and with no warranties, express or implied. You agree and understand that you have had the full and fair opportunity to completely inspect the rental equipment. The Company shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by you or any other person. You agree that you will be the only person using the equipment. You agree and understand that you are solely responsible for any non-intended use by others. If you feel the equipment is not in proper working order and/or is not functioning properly, you will stop using it immediately and return it for inspection, possible repair, adjustment and/or replacement.

2. **Lost, Stolen or Damaged Equipment.** In the event the Equipment is lost, stolen or damaged beyond repair, you agree to pay to the Company the replacement cost of the Equipment; in addition, the Terms of this Agreement shall continue in full force and effect. Replacement Cost of equipment is as follows (amounts in US Dollars):
 - a. Stalmach Rocky Berg Snowbike: \$2,299
 - b. Brenter J4 Junior Snowbike: \$1,841
 - c. Brenter C6 Snowbike: \$1,921
 - d. Foot skis with snowboard bindings: \$463
 - e. Foot skis with snowblade bindings: \$359

Initial Here _____

3. **Risks of Activity.** You agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. You acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to, equipment malfunction; equipment damage; improper use of equipment; falling; slick or uneven surfaces; surface and subsurface snow conditions; bumps; moguls; ice; variations in terrain; rugged mountainous terrain; downed timber; stumps; forest growth; rocks; debris; marked and unmarked obstacles; man-made objects; lift towers; terrain park features and elements; visibility; collisions; encounters with snowmobiles and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; avalanches; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; impacts to the head; mental distress from exposure to any of the above; and negligence of others. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS. Further, you are voluntarily taking on the risk associated with the Activity. The Company has provided adequate explanation of the equipment, the Activity, and

adequately answered any questions or concerns you may have. You have not been coerced by any person to enter into this Agreement and the assumption of risk of the Activity is entirely voluntary.

4. **Governing Law**. The Terms and the relationship between you and the Company will be governed by the laws of the State of Colorado in the same manner as such laws are applied to agreements made, entered into, and performed entirely in Colorado.
5. **Forum Selection**. All lawsuits relating to or arising out of these Terms will be brought in the Federal or State Courts located in Colorado. The Company and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose and waive any objection to such courts on any basis, including without limitation improper venue or inconvenience of the forum.
6. **Time Limitation for Filing Suit**. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.
7. **Release; Sole Remedy**. You hereby voluntarily and knowingly agree, to the maximum extent permitted by applicable law, to waive, release, and forfeit any and all claims and actions you have or may have against the Company and any associated losses, damages and expenses (including attorneys' fees), that relate to, arise out of, or may arise out of the Activities. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.
8. **Limitation of Liability**. You understand and agree that to the maximum extent permitted under applicable law, in no event will the Company be liable under any theory of liability (whether in contract, tort, statutory, or otherwise) for any direct, indirect, incidental, special, consequential, personal injury/wrongful death, punitive, or exemplary damages (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING BUT NOT LIMITED TO AS A RESULT OF: (A) YOUR USE OF OR INABILITY TO USE ANY EQUIPMENT, OR (B) ANY VIOLATION BY THE COMPANY OF ANY TERMS HEREIN. NOTWITHSTANDING THE FOREGOING, SUCH LIABILITY WILL NOT IN THE AGGREGATE EXCEED THE AMOUNT YOU PAID FOR RENTAL EQUIPMENT FROM THE COMPANY.
9. **Liability Exclusions and Limitations**. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that the Company may not, as a matter of applicable law, limit its liabilities, the extent of liability of the Company will be the minimum permitted under such applicable law. The Company disclaims any warranties to the maximum extent permitted under applicable law.

10. **Electronic Communications Notice.** You agree to provide a valid email address for the express purpose of receiving communications regarding this transaction. You understand this may be the only manner by which you will receive such communications. When you use the Company website or send emails to the Company, you are communicating with the Company electronically. You consent to receiving communications from the Company electronically. The Company may communicate with you by email or posting notices on the applicable website. You agree that all agreements and other communications that the Company provides to you electronically satisfy any legal requirement that such communications be in writing. If you wish to withdraw your consent for the Company to communicate with you electronically, you may not use the Company website.
11. **Severability.** If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions as reflected in the provision, and that the other provisions of the Terms remain in full force and effect.
12. **Modifications.** The Terms of this Agreement are not subject to modification, either verbally or in writing, unless the Company provides express written consent to modification.
13. **Rental Term agreement.** You agree to return the equipment to the location the equipment was picked up, on the agreed upon date. If the equipment is not returned on time you agree to pay additional rental fees for the extended rental term, whether the equipment was in use or not. If the equipment is not returned within 7 days of the agreed upon return date then you agree that the full cost of the equipment as outlined in Section 2 of this agreement will be charged to the form of payment listed below.
14. **Equipment Damage Insurance.** Equipment damage insurance covers excess damage to the equipment from its intended use. If failure to the equipment happens from **NORMAL** Activity then the user will not be responsible for damages to the Equipment. Damages that are **NOT** covered by Equipment Damage Insurance:
- a. Intentional damage to Equipment,
 - b. Non-standard use of Equipment,
 - c. Use of Equipment outside the boundaries of an authorized ski slopes, this includes, but is not limited to parking lots, roads, unauthorized areas, etc...
 - d. Excess damage to or from place of intended use, such as Equipment falling off transport vehicle,
 - e. Lost or stolen Equipment

Cost of Equipment Damage Insurance is \$20 per Equipment, Per Day.

If **OPT OUT** is selected then you agree that all damage, outside of normal wear and tear, will be paid upon return of the Equipment.

OPT IN _____
 OPT OUT _____

I have read and agree to the BUILDASKIBIKE.COM LLC Agreement, Waiver & Release from Liability.

PRINT NAME: _____

Signed: _____ Date: _____

Email Address: _____ Telephone: _____

Return Date: _____

Credit Card Information:

Name on Card: _____

Credit Card Number: _____

Expiration Date: _____

CVV Code: _____

Address Information Associated with the Credit Card:

Address: _____

City: _____ State: _____ Zip Code: _____