

# Skibike Durango, LLC

## RENTAL LIABILITY RELEASE AGREEMENT

SKIBIKE DURANGO, LLC

970.844.7180

RENTALS@SKIBIKEDURANGO.COM

DURANGO, COLORADO

**Name:** Last  First  MI

**Street:**

**City:**  **State:**  **Zip:**

**Phone #:**    **Local Accommodations:** \_\_\_\_\_

**Driver Lic. #:**  **State**

**Your weight:**  Lbs. **Your height:**  ft.  in. **Age:**

**Skibike Type:** SkibyK SB100  SkibyK SB200  Lenz Sport

**Rental Dates:** \_\_\_\_\_



**Delivery/Pickup Service to/from Purgatory:** Y  N

If Yes, Skibike Durango will deliver your rental(s) to the passenger drop-off area at Purgatory Resort at 9:00am on the (first) day of your rental. Skibikes must be returned to Skibike Durango at the passenger drop-off area by 4:00pm upon conclusion of your rental period. A late fee of 1/2 of the day-rate per skibike may be assessed if returned after 4:00pm.

If Skibike Durango is not providing delivery and pickup service, please contact us to arrange your rental pickup and return.

### EQUIPMENT RENTAL AND LIABILITY RELEASE AGREEMENT

I accept for use **AS IS** the equipment listed on this form, and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at full value of any equipment rented under this form but not returned to Skibike Durango, LLC. I agree to return all rental equipment by the agreed date and time.

I understand that the sport of skibiking involves inherent and other risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death that may result from skibiking, or which relate in any way to the use of this equipment.

I understand that a helmet designed for skibiking use may help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

**I HEREBY AGREE TO RELEASE AND HOLD HARMLESS Skibike Durango LLC, its employees, owners, insurance companies, affiliates, agents, officers, directors, and the equipment manufacturers and distributors and their successors in interest (collectively "PROVIDERS"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the RECREATIONAL SNOW SPORTS for which the equipment is provided, or which is related in any way to the use of this equipment, including all liability which results from the NEGLIGENCE or STATUTORY VIOLATIONS of PROVIDERS, or any other person or cause.**

I further agree **TO DEFEND AND INDEMNIFY PROVIDERS** for any loss, damage, attorney fees, costs or judgments, including any that results from claims or lawsuits against PROVIDERS for personal injury, death or property loss and damage related in any way to the User or the use of this equipment.

I agree this agreement is governed by Colorado law and the **EXCLUSIVE** Jurisdiction for any claims hereunder is in the State District Court for La Plata County Colorado. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

**I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL AND LIABILITY RELEASE AGREEMENT.**

User's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ If filling electronically, please type full name as signature.

**Parent/Guardian:** If equipment user is a minor, I verify that I have the authority to enter into this agreement on behalf of the equipment user and I agree to be bound by all terms and conditions of this agreement.

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ If filling electronically, please type full name as signature.