

**BIKE EQUIPMENT RENTAL
WARNING, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY**

"RENTER" MEANS THE INDIVIDUAL USING THE RENTED EQUIPMENT. I AM THE RENTER OR, IF THE RENTER IS UNDER 18, I AM THE RENTER'S PARENT OR LEGAL GUARDIAN. I UNDERSTAND THAT BIKING, USING THE EQUIPMENT LISTED ON THIS FORM (OR A SEPARATE EQUIPMENT RENTAL FORM) TRANSPORTING EQUIPMENT, RIDING A BIKE, USING A SKI LIFT AND USING BIKE AREA FACILITIES, FOR ANY PURPOSE (THE "ACTIVITY") **IS HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH. I EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITY, WHICH INCLUDES BUT IT IS NOT LIMITED TO:** changing weather conditions; existing and changing riding surfaces; variations in terrain; rocks; pot holes; collisions with vehicles, bikes, other persons and other objects, man-made or natural. Despite all the risks, the Participant agrees he/she voluntarily chooses to participate in the activity and acknowledge that Participant is riding at his/her own risk. In the event the Participant is a minor, the minor Participant's parent/legal guardian acknowledges and agrees to assume and accept any and all known and unknown risks of injury to the minor.

I agree to accept the equipment "AS IS" and WITH NO WARRANTIES, expressed or implied, and accept responsibility for the care of the equipment during the rental period. I agree to return all of the equipment at the agreed upon date and time and to pay late fees for any tardy return. I agree that Renter will be the only person using the rented equipment, will only use designated bike trails or roadways, and will not permit any other person to use the equipment. I agree that NO MISREPRESENTATIONS HAVE BEEN OR WILL BE MADE TO THE RENTAL SHOP IN REGARD TO RENTER'S HEIGHT, WEIGHT, AGE AND/OR ABILITIES. I agree that Renter will not use the equipment until Renter has received instruction regarding the use of this equipment, understands the function of the equipment, has confirmed that braking, tire inflation and speed controls appear to be in good working order, and has received satisfactory answers to any questions related to use and functions of equipment. If Renter thinks the equipment is not functioning properly, Renter will stop using it immediately and return it to a rental technician for inspection and possible repair, adjustment or replacement.

The Participant agrees to wear a bicycle helmet at all times while participating in the Activity.

INCONSIDERATION OF ALLOWING THE PARTICIPANT TO PARTICIPATE IN THE EVENT AND/OR USE PROVIDED EQUIPMENT, THE UNDERSIGNED AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY SSI Venture LLC d/b/a Vail Resorts Retail, Vail Resorts, Inc. (the "Holding Company"), The Vail Corporation d/b/a Vail Resorts Management Company ("VRMC"), Heavenly Valley, Limited Partnership, its general partner VR Heavenly I, Inc., their respective subsidiaries, affiliates, insurance companies, agents, employees, representatives, assignees, officers, directors, shareholders and the equipment manufacturers, manufacturer's representatives and distributors (each hereinafter a "released Party") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from User's use of the equipment, **INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.** By execution of this release, the Undersigned agree to defend and indemnify each Released party for any and all claims of the Undersigned and/or a third party arising from User's use of the equipment. I agree that **ANY AND ALL CLAIMS** for loss, injury and/or death regarding an alleged incident shall **BE GOVERNED BY THE LAW OF THE STATE WHERE THE ALLEGED INCIDENT OCCURRED AND EXCLUSIVE JURISDICTION SHALL BE IN THE STATE** or federal court sitting in the district where the alleged incident occurred (except that all claims arising at Heavenly shall be governed by California law and exclusive jurisdiction shall be in a California court of competent jurisdiction).

If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. This release shall be binding upon the Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives.

I/WE HAVE CAREFULLY READ AND UNDERSTAND THIS EQUIPMENT USE AND EVENT PARTICIPATION AGREEMENT AND RELEASE OF LIABILITY AND SIGN IT WITH THE FULL KNOWLEDGE OF ITS SIGNIFICANCE:

I agree to assume and accept any and all known and unknown risks of injury to Renter while using the equipment. If I am signing on behalf of a minor, I acknowledge that: 1) I have spoken to the minor Renter about the Activity; 2) the minor understands and appreciates the risks of participating in the Activity; and 3) the minor has voluntarily decided to participate in the Activity. I take full responsibility for any injury or loss to Renter, including death, which Renter may suffer, arising in whole or in part out of the Activity. I agree to pay all costs and attorneys' fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned or as a result of the Renter's participation in the Activity and to **INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY MISREPRESENTATIONS IN OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

BY SIGNING ON BEHALF OF A MINOR, I REPRESENT THAT I AM THE LEGAL PARENT OR GUARDIAN OF THE RENTER and acknowledge that the Renter is bound by all the terms of this Agreement. I understand that the minor would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement.

I HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND UNDERSTAND ALL OF ITS CONTENTS. I am aware that I am releasing certain legal rights that I or my child may otherwise have.

Signature of Renter, or Parent or Legal Guardian of Renter:

Date:
