



1. "Adult" means the adult that signed the front side of this Equipment Rental Form, being at least 18 years old, signing on behalf of himself/herself and, if applicable, as the parent or legal guardian, signing on behalf of the minor named on the front side of this Equipment Rental Form (the "Minor") so that the Minor will be permitted to use equipment offered for use by Copper Mountain Resort (the "Resort") which may include, without limitation, helmets, rental skis, snowboards, boots, bindings or ice skating, tubing, exercise or other equipment (the "Equipment"), "Undersigned" means the Adult and Minor collectively. The person actually using the Equipment is the "Participant".
2. Under Colorado law any person using a ski area for the purpose of skiing, which includes, without limitation, sliding downhill or jumping on snow or ice on skis, a toboggan, a sled, a tube, a snowbike, a snowboard or any other device, or for the purpose of using any of the facilities of a ski area, including but not limited to ski slopes, terrain parks and trails is considered a "skier" and, further, that Colorado law provides that a skier using the facilities of a ski area assumes certain "inherent dangers and risks of skiing" as defined in the Colorado Ski Safety Act. WARNING - under Colorado law, a skier assumes the risk of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including, without limitation, changing weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees; collisions with natural objects; man-made objects; or other skiers; variations in terrain; and failure of skiers to ski within their own abilities.
3. Undersigned understand that skiing and any other activities involved in using the Equipment are recreational activities that involve inherent and other dangers and risks, including without limitation, the risks of INJURY AND DEATH. **UNDERSIGNED ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT, FOR HIM/HER SELF AND, IF APPLICABLE, ON BEHALF OF THE MINOR, IS VOLUNTARILY ASSUMING ALL DANGERS AND RISKS OF SKING AND ANY OTHER ACTIVITIES INVOLVED IN USING THE EQUIPMENT, INHERENT OR OTHERWISE, AND IS WAIVING RIGHTS, AND RELEASING CLAIMS IN CONNECTION WITH DANGERS AND RISKS ABOVE AND BEYOND THOSE ADDRESSED BY THE ACT.**
4. Undersigned agree to inspect before use all Equipment and ask questions of Resorts' employees if Participant does not fully understand how to use either the Equipment or Resorts' facilities. Undersigned understand and agree that a leash or other runaway ski or snowboard prevention system must be used with the Equipment at all times including while skiing and riding chairlifts. If Undersigned feel the Equipment is not functioning properly, Undersigned will stop using it and have it inspected, repaired or readjusted by a qualified technician. Undersigned agree to check the Equipment before each use (including the anti-friction device - skis only) and that Undersigned will not use the Equipment if any parts are loose, worn damaged or missing. Undersigned accept the Equipment AS IS and WITHOUT ANY WARRANTIES, including without limitation, no implied warranty of fitness or merchantability, and accept full responsibility for the care of the rented equipment while it is in Participant's possession. Undersigned is responsible for the replacement at full retail value of any Equipment that is not returned to the shop on a timely basis or is damaged beyond repair. Undersigned agree to return the Equipment in clean and good condition to avoid any additional charges.
5. Undersigned warrant that information Undersigned provide to the Resort's rental and skil/board school technicians and personnel will be accurate and complete, including without limitation, the weight, height, age, and skier type/rider stance information. Undersigned understand that this information may be used to select or adjust the Equipment. Undersigned agree to verify that the final settings recorded on the front of this Equipment Rental Form and agree with the visual indicator settings of the bindings (skis only). Notwithstanding the foregoing to the contrary, **Adult understands that he/she may not be available or present when the Minor's Equipment is fitted and adjusted and hereby waives the opportunity to verify the binding settings and authorizes the Resort employees, other than the technician performing the fitting and adjusting, to verify the binding settings.**
6. **Undersigned understand and agree that bindings may not release at all times or under all circumstances where release may prevent injury or death. It is not possible to predict every situation in which bindings will release. In snowboarding, cross-country, telemark skiing, snowblading, and ski boarding, the binding system will not ordinarily release during use. These bindings may not be designed to release as a result of forces generated during operation.**
7. Undersigned further understand and agree that a helmet IS IN NO WAY A GUARANTEE OF SAFETY and that no helmet can protect the wearer against all foreseeable impacts to the head, and that skiing and snowboarding and other related activities can expose the user to forces that exceed the limits of protection provided by a helmet. Undersigned also understand that a helmet does not guard against injury to the neck, spine or any other part of the body.
8. Undersigned, for him/her self and Minor, hereby agree not to sue and to forever RELEASE, DEFEND and HOLD HARMLESS the rental shop, Copper Mountain Resort, Powder – Copper Mountain LLC, POWDR Corporation, the United States, The Village at Copper Association, Inc., and each of their insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assigns, employees, volunteers and agents, any activity sponsors, and the manufacturers and distributors of the rented equipment (collectively "Providers") from any and all liability that results from claims or lawsuits for personal injury, death and property loss and damage related in any way to the use of the Equipment. Undersigned understand that Undersigned hereby waive any right to present any legal claim against the Providers for any reason, including the NEGLIGENCE of the Providers.
9. Undersigned agree that this document is a legally binding contract, which supersedes any other agreements or representations by or between the Providers and Undersigned, and provides a comprehensive release of liability. If any portion of this document is deemed unenforceable, all other portions shall be given full force and effect. This document is governed by Colorado law.

Back Side of Equipment Rental Form – Front Side of Form Requires Signatures