

MONARCH MOUNTAIN

SKI SCHOOL AND EQUIPMENT RENTAL WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person who is participating in Ski School shall be referred to hereinafter as "Student". The person who is using the equipment rented from Monarch Mountain shall be referred to hereinafter as "Renter". The "Undersigned" means only the Student/Renter when the Student/Renter is age 18 or older OR it means both the Student/Renter and the Student/Renter's parent or legal guardian when the Student/Renter is under the age of 18. The Undersigned agree and understand that taking part in ski school, skiing, snowboarding and using ski area facilities, including the lifts, or renting and/or using the rental equipment for any purpose (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. The Undersigned are advised that a person using any of the facilities of the ski area is considered a skier. The Undersigned acknowledge and understand the dangers and risks of skiing and understand that the Student/Renter is a "skier" under Colorado law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the Colorado Ski Safety Act (hereinafter "Act").

3. The Undersigned further understand and agree that in signing this Agreement, the Undersigned are expressly **acknowledging and assuming additional risks and dangers of SKI SCHOOL INSTRUCTION OR EQUIPMENT RENTAL that may result in property damage, physical injury and/or death above and beyond those outlined in the Act, including but not limited to:**

Falling; drills; exercises; free skiing; following the direction of the instructor; terrain selection of the Instructor; equipment failure; equipment malfunction; equipment damage; Technician's negligence in setting the binding release/retention values; Technician's failure to properly set the binding release/retention values; in pressure points; boot heaters; contact with foam liner; sharp edges; Student/Renter's improper use of equipment; Student's use of his/her own personal equipment; Student's failure to maintain or otherwise upkeep his/her own personal equipment; avalanches; cornices; suffocation; crevasses; slick or uneven surfaces; slipping; tripping; loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles; drainage channels; varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; Student/Renter or another acting in a negligent manner that may cause and/or contribute to injury to Student/Renter or others; interaction with other Student/Renter; snowplay; taking field trips by walking or by use of ski area or public transportation; playing, eating and/or sleeping in a childcare environment; such as selecting terrain that exceeds his/her ability and not acting within such ability; Student/Renter's failure to comply with signage; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Student/Renter's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; & mental distress from exposure to any of the above.

4. Pursuant to Colorado law, Student/Renter assumes the responsibility of maintaining control at all times while engaging in the Activity. Student/Renter is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Student/Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Student/Renter assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Student/Renter may use the ski lifts without an adult present. The Undersigned are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time, and the Undersigned recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

5. **The Undersigned agree to accept for use the RENTAL EQUIPMENT listed on this form "AS IS" and WITH NO WARRANTIES**, express or implied. The Undersigned agree and understand that the binding release/retention values will be set by a Technician on the basis of the Renter's height, weight, skier type, sole length and age, and the Undersigned verify the accuracy of all information provided by the Undersigned in connection with the equipment rental. The Undersigned agree that they have had the full and fair opportunity to completely inspect the rental equipment, including the DIN settings for the equipment. The Undersigned agree that the person listed on this form will be the only person using the equipment. If the Undersigned feel the equipment is not in proper working order and/or is not functioning properly, Renter will stop using it immediately and return it for inspection, possible repair, adjustment and/or replacement.

6. The Undersigned accept full responsibility for the care of the equipment during the rental period and will be responsible for the return, replacement and/or repair at full retail value as determined by the shop of any equipment rented under this form and not returned or returned in a damaged condition. In addition, if the rented equipment is not returned at the agreed upon date and time, the Undersigned shall be also held responsible for late fees. The Undersigned agree that Monarch Mountain is authorized and shall have the right to charge the Undersigned's credit card for repair and/or replacement cost and for late fees at the full rental value of any additional time and/or days.

7. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize

