

EQUIPMENT RENTAL WAIVER

1. Although Colorado Wilderness Sports Inc., DBA Estes Park Mountain Shop, (here and always in this document collectively referred to as "C.W.S."), has taken reasonable steps to provide you with safe and well-maintained equipment, we wish to remind you that this activity can be the cause of loss or damage to equipment, accidental injury to participants, illness, or in extreme cases, permanent injury or death. We do not want to frighten you or reduce your enthusiasm, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

The following describes some, but not all, of those risks:

Slipping and falling; falling objects; collision with stationary objects and moving objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause: hypothermia, hyperthermia (heatstroke, heat exhaustion), sunburn, dehydration; exposure to potentially dangerous animals; insect bites; equipment failure; and improper use of the equipment.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I agree to hold harmless and indemnify C.W.S., its owners, agents and employees for all losses, damages, defense costs, attorney's fees and any other costs incurred in connection with claims for bodily injury or property damage related to the use of this equipment, except for reasonable wear and tear.

4. I hereby voluntarily release and forever discharge C.W.S. from any and all liability, claims, demands, attorney fees, actions or rights of actions, which are related to , arise out of, or are in any way connected with my participation in this activity and with the installation, maintenance, selection, adjustment and/or use of this equipment including specifically but not limited to the negligent acts or omissions of C.W.S., for any and all bodily injury, death, illness, or damage to myself, to my property, or to others.

5. I have made no misrepresentations to C.W.S. regarding my height, weight, age, physical condition, experience or skill. I also certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against C.W.S., I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

7. Should CWS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I, the undersigned, have carefully read, agreed to, and understand the release agreement above.

Signature _____ Date _____ DOB _____

Signature _____ Date _____ DOB _____

Signature _____ Date _____ DOB _____

Signature _____ Date _____ DOB _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by C.W.S. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless C.W.S. from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____