

WINTER RENTAL FORM 2012

PLEASE PRINT CLEARLY! PLEASE PRINT CLEARLY! PLEASE PRINT CLEARLY!

FIRST NAME		LAST NAME	
PHONE			
HOME ADDRESS			
CITY		STATE	ZIP
EMAIL			

PREPAY BEFORE LEAVING
GIVE FORM TO CASHIER UP FRONT

STOP! THIS SECTION FOR STORE USE ONLY!! TECH: _____

SKU	ITEM	QTY	#DAYS	
891	SNOWSHOES			
9557	SNOWSHOES & POLES			
894	WINTER BOOTS			
892	XC SKI PACKAGE			
899	XC KIDS SKI PKG.			
57095	XC BOOTS ONLY			
890	XC POLES ONLY			
11902	ADJUSTABLE POLES			
40560	MICROSPIKES			
887	GAITERS			
889	CRAMPONS			
888	ICE AXE			
896	SLED			
895	TUBE			
61170	ADULT COAT			
61171	ADULT PANT/BIB			
61172	ADULT C/P COMBO			
61173	KIDS COAT			
61174	KIDS PANT/BIB			
61175	KIDS C/P COMBO			
61176	ADULT GOGGLES			
61177	KIDS GOGGLES			
DATE OUT	AM	DATE DUE	AM	RETURNED?
	PM		PM	EMPLOYEE INITIALS

WINTER EQUIPMENT RENTAL RELEASE AGREEMENT

- 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 is not without certain known and unknown risks. The same elements that contribute to the unique character of this activity can be caused 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: Falls and/or collisions with other skiers and/or snowboarders, ski trail grooming equipment, other man-made objects, animals and/or other natural obstructions. Skiing onto bare ground, ice or broken snow. Inclement weather, varying or severe snow, ice, wind, weather, white-out and avalanche conditions. The presence of objects, wholly or partially obstructed from view. My physical coordination and balance, the speed at which I travel my ability to use/control equipment and follow directions, operator error, and/or equipment failure. Remote routes and inadequately marked trails which may lead to my becoming lost or disoriented. Cold weather and heat related injuries and illnesses including frostnip, frostbite, heat exhaustion, sunstroke, hypothermia and dehydration.
- I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in bodily injury, death, illness, or damage to myself, to my property or to others. I expressly accept those risks not specifically listed above as well. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the risks.
- 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.
- 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.
- I have made no misrepresentations to C.W.S. regarding my height, weight, age, physical condition, experience or skill.
- 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.
- Should it become necessary for C.W.S. or someone on C.W.S.'s behalf to incur attorney's fees and costs to enforce this agreement, I agree to pay C.W.S. reasonable costs and attorney's fees.
- SNOWBOARDS AND XC: I understand that the binding systems on snowboards and cross-country skis and NOT INTENDED TO RELEASE in a fall or upon impact.

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

Signature _____ Date _____
 Signature _____ Date _____
 Signature _____ Date _____
 Signature _____ Date _____
 Signature _____ Date _____

PAID?

EMPLOYEE INITIALS

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

In consideration of _____ (print minor's name)
 In consideration of _____ (print minor's name)
 In consideration of _____ (print minor's name)
 In consideration of _____ (print minor's name)
 In consideration of _____ (print minor's name)

Being permitted by C.W.S. to participate in its activities and 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: _____