**RENTAL EQUIPMENT USE LIABILITY RELEASE AND INDEMNITY AGREEMENT- XXXXX, INC**

**Please read carefully before signing this release of liability and waiver of legal rights.**

I acknowledge that mountain biking, bicycling, transport of equipment, and related activities (hereinafter “Activities”) are hazardous activities and that injuries are a common and ordinary occurrence. I recognize that there are risks including, but not limited to: uneven and/or slippery trail conditions, varying slopes, variations in terrain, variation in surface condition, variation in weather, debris, and collisions with other persons, other bikes and vehicles, and natural and manmade objects. I freely assume these risks and voluntarily elect to participate in Activities. The undersigned recognizes that falls and collisions occur and injuries are a common and ordinary occurrence. I agree to ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY LOSS that may be associated with or result in any way from my participation in any events or Activities.

I understand that helmets are required when biking and I agree to wear a helmet at all times. I agree that I will be the only person using the rental equipment, listed on the reverse side of this document, during the rental period, and understand its proper use and function. I accept the rental equipment “as is” and assume full responsibility for the proper operation, maintenance, safekeeping and care while it is in my possession and agree not to use the equipment while intoxicated. I understand that mechanical failure is an ordinary occurrence for the equipment and that it is my responsibility to return the equipment prior to the end of the rental period IN CLEAN CONDITION AND AGREE TO PAY FOR ANY CLEANING, REPAIRS OR DAMAGE BEYOND NORMAL WEAR AND TEAR.

XXXXX reserves the right to restrict or refuse rental of equipment when weather or other conditions are less than optimal. All rental equipment shall remain within a 100 mile radius of Salt Lake City, UT. RENTAL EQUIPMENT SHALL NOT BE USED FOR CHAIR LIFT OR MOTORIZED SHUTTLED-TYPE RIDING. Specifically, the use of rental equipment at Deer Valley resort, The Canyons and Bobsled trails is not allowed. I agree to use the rental equipment in the locations and manner described and will return the rental equipment in the condition as delivered by XXXXX.

**INITIALS**\_\_\_\_\_\_\_\_\_\_\_\_

I further agree to RELEASE FROM LIABILITY and to INDEMNIFY AND HOLD HARMLESS, XXXXX, Inc., its parent, subsidiary, brother, sister, closely related affiliated companies and all of their employees, agents, officers and owners (collectively hereafter "XXXXX"), for any damage, injury or death to myself or to any person or property, whether caused by their fault or negligence or for any other reason, in any way caused or connected with my participation in Activities. I further agree that my obligation to INDEMNIFY AND HOLD HARMLESS applies not only to a situation of my causing, damage or death, but for any alleged fault, cause or negligence of XXXXX, it’s employees, agents, affiliated companies or insurers, even if XXXXX is the sole or partial cause of injury, damage or death to any person or entity.

I AGREE NEVER TO FILE A LAWSUIT AGAINST XXXXX RELATED TO MY RENTAL EQUIPMENT USE, even if XXXXX was negligent. However, I agree that any lawsuit filed against XXXXX shall be filed in the Third District Court in the State of Utah, or the Federal Court for the District of Utah. I agree that if any part of this agreement is determined to be unenforceable, all other parts shall remain in effect and that Utah law shall apply. This agreement is binding upon my heirs, assignees, next of kin, and representatives.

As a parent or legal guardian of the subject minor, I hereby agree to indemnify and hold harmless XXXXX from any and all claims, liabilities, demands, actions, and/or legal proceedings arising from said minor’s participation or usage of XXXXX equipment. As a parent or legal guardian of the subject minor, I agree to all of the terms contained herein and bind myself, the minor and all heirs, assignees, next of kin, and representatives to these terms.

**Road/XC/All Mtn. Bicycles**: The rental equipment is equipped with brakes and quick release axels which may CAUSE SERIOUS INJURY, despite proper operation. User acknowledges that he/she understands the proper operation of all of the bicycle components and accessories. User agrees to obey all traffic laws while using equipment, including proper lighting/reflectors.

Initial user #1\_\_\_\_\_\_\_\_\_\_ #2\_\_\_\_\_\_\_\_\_\_\_ #3\_\_\_\_\_\_\_\_\_\_\_ #4\_\_\_\_\_\_\_\_\_\_\_

If the participant is a minor (under 18 years of age) the participant and the parent/guardian must sign and the parent/guardian agrees to release and indemnify XXXXX on behalf of the user.

Executed this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

Sig. of User #1\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sig. of User #2\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sig. of User #3\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sig. of User #4\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent/Guardian\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sig. of Parent/Guardian \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_