

**MOUNTAIN BIKING RENTAL WARNING, ASSUMPTION OF RISK,
RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

**PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY
AND WAIVER OF CERTAIN LEGAL RIGHTS.**

1. The person who is renting mountain biking equipment from Highside Adventure Tours, Inc. and Rocky Mountain Rafting, Inc. d/b/a Good Times Rafting shall be referred to hereinafter as "Renter". The "Undersigned" means only the Renter when the Renter is age 18 or older **OR** it means both the Renter and the Renter's parents or legal guardians when the Renter is under the age of 18. The Undersigned agree and understand that 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 agree to accept for use the equipment listed on this form "**AS IS**" and **WITH NO WARRANTIES**, express or implied. The Undersigned agree that they have had the full and fair opportunity to completely inspect the rental equipment. The Undersigned agree that the person listed on this form will be the only person using the equipment. THE UNDERSIGNED agree that RENTER will not use any of the equipment listed on this form until RENTER has received instruction on its use and RENTER fully understands the equipment's use and function. If the Undersigned feel the equipment is not in proper working order and/or or is not functioning properly, Renter will stop using it immediately and return it for inspection, possible repair, adjustment and/or replacement.

3. 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 Highside Adventure Tours, Inc. and Rocky Mountain Rafting, Inc. d/b/a Good Times Rafting 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.

4. THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY and that falls, INJURIES AND/OR DEATH may result from engaging in the ACTIVITY. THE UNDERSIGNED agree and understand that risks include, but are not limited to: equipment failure, improper use of equipment, existing and changing trail conditions, rocks of various sizes, rugged mountainous terrain, collisions with natural or man-made objects, varying slopes, uneven and/or slippery trail conditions, varying weather and surface conditions, variations in terrain, bumps, stumps, forest growth, trees, erosion, loose dirt and gravel, wet surfaces, holes and potholes, downed timber, debris, other bikes and vehicles, paved and unpaved surfaces, soft shoulders, lightening or other adverse weather, limited access to medical attention, inadequacy of medical attention, the physical condition of the PARTICIPANT, strenuous activity, dehydration, and high elevation, high altitude, becoming lost or separated, in driving to and from the ACTIVITY site, "downhill" mountain biking involves increased risks over and above mountain biking, those risks in addition to the above include, but are not limited to: terrain features, jumps, berms, table tops and ridges.

5. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participation 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 activities. By signing this document, the Undersigned recognize that property loss, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS, THE UNDERSIGNED VOLUNTARILY AND EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH RENTER'S RENTAL AND PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

6. Additionally, in consideration for use of the rental equipment, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** Highside Adventure Tours, Inc. and Rocky Mountain Rafting, Inc. d/b/a Good Times Rafting, the equipment manufacturers or distributors, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party"). Also, **THE UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE ANY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Renter's participation in the Activity, **including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT and/or express or implied WARRANTY.**

7. The Undersigned take full responsibility for any property damage (including but not limited to equipment damage), injury or loss to Renter including death, which Renter may suffer, arising in whole or in part out of Renter's participation in the Activity. By signing this Agreement, **THE UNDERSIGNED AGREE NOT TO SUE** any Released Party and agree Undersigned are **releasing any right to make a claim or file a lawsuit** against any Released Party.

8. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Renter's use of the equipment.

9. THE UNDERSIGNED agree that the RENTER will utilize only designated bicycle trails and will wear a helmet at all times. THE UNDERSIGNED 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 mountain biking and downhill mountain biking and other related activities can expose the user to forces that exceed the limits of protection provided by this helmet. THE UNDERSIGNED also understand that the helmet does not guard against injury to the neck, spine or any other part of my body, and that these limitations are INHERENT RISKS of any activity in which a helmet may used.

Helmet Use DECLINED: _____(Please Initial)

10. THE UNDERSIGNED hereby grant permission to Highside Adventure Tours, Inc., Rocky Mountain Rafting, Inc. d/b/a Good Times Rafting, and their designated photographers, associates and agents to use any photographs, video or data taken of the PARTICIPANT during this activity in any way they deem appropriate.

11. In consideration for the use of the equipment, THE UNDERSIGNED **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the RENTER's use of this equipment shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT** residing where the alleged incident occurred or in the **FEDERAL COURT FOR THE STATE OF COLORADO**.

12. In the case of a minor RENTER, the undersigned parent or guardian acknowledges that he/she is also signing this release on behalf of the minor RENTER and that the minor RENTER shall be bound by all the terms of this release. Additionally, **by signing this release as the parent or guardian of a minor RENTER, the parent or guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have.** The undersigned parent or guardian agree that but for the foregoing, the minor RENTER would not be permitted to rent equipment from Highside Adventure Tours Inc. & Rocky Mountain Rafting Inc. d/b/a Good Times Rafting.

13. By signing this agreement without a parent or guardian's signature, the RENTER represents that they are at least 18 years of age, or, if signing as the parent or legal guardian of a minor RENTER, you represent that you are the parent or legal guardian of the minor RENTER.

14. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the estate, heirs, executives, assigns, subrogors, distributors, next of kin, executors and personal representatives of THE UNDERSIGNED.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

Date Rented: _____

Time Rented: _____

Printed Name of RENTER

X _____
Signature of RENTER

Date

Printed Name of Parent/Guardian #1

X _____
Signature of Parent/Guardian #1

Date

Printed Name of Parent/Guardian #2

X _____
Signature of Parent/Guardian #2

Date