

|                       |
|-----------------------|
| RENTER'S NAME         |
| HOME STREET ADDRESS   |
| HOME CITY, STATE, ZIP |
| LOCAL ACCOMMODATIONS  |

|              |
|--------------|
| HOME PHONE   |
| MOBILE PHONE |
| LOCAL PHONE  |
| GROUP NAME   |

|        |     |        |        |         |
|--------|-----|--------|--------|---------|
| GENDER | AGE | HEIGHT | WEIGHT | ABILITY |
|--------|-----|--------|--------|---------|

NOTES:

LAST RENTED

**EQUIPMENT RENTAL AGREEMENT AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**  
PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

**EQUIPMENT RENTAL AGREEMENT, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING! THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.**

"RENTER" MEANS THE INDIVIDUAL USING THE EQUIPMENT LISTED ON THIS FORM. THE "UNDERSIGNED" MEANS THE RENTER AND, WHEN THE RENTER IS UNDER AGE 18 (US) or AGE 19 (Canada), IT MEANS BOTH THE RENTER AND THE RENTER'S PARENT OR LEGAL GUARDIAN. THE UNDERSIGNED UNDERSTANDS THAT BICYCLING, MOUNTAIN BIKING, TRANSPORTING EQUIPMENT, USING A SKI LIFT AND THE USE OF ANY SKI AREA FACILITIES (THE "ACTIVITY"), IS HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.

THE UNDERSIGNED EXPRESSLY ASSUMES ALL RISKS ASSOCIATED WITH USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITY, WHICH INCLUDES BUT IT IS NOT LIMITED TO: equipment malfunction, failure or damage; changing weather conditions; variations in terrain, existing and changing trail and surface conditions, rocks, stumps, trees, erosion, collisions, natural or man-made obstacles, and the negligence of other individuals. The Undersigned understands that Renter must have the physical dexterity and knowledge to safely load, ride and unload the lifts in high altitude.

The Undersigned agrees to accept the equipment listed on this form "AS IS" WITH NO WARRANTIES (express or implied) and accepts responsibility for the care of the equipment during the rental period. The Undersigned agrees to return all of the equipment at the agreed upon date and time and agrees to pay full retail value in the event of loss or theft, or late fees for any tardy return.

In consideration of allowing the Renter to use the equipment, **THE UNDERSIGNED AGREES TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREES NOT TO SUE SSI Venture LLC d/b/a/ Specialty Sports Ventures LLC, The Vail Corporation d/b/a Vail Resorts Management Company, Heavenly Valley, Limited Partnership, Trimont Land Company, Northstar Group Commercial Properties, VR US Holdings, Inc., VR US Holdings II, LLC, VR CPC Holdings, Inc., Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, Whistler Blackcomb Employment Corp., the resort owner/operator, land owner, activity operator, the equipment manufacturer, Activity organizer, Activity promoter, the United States, Her Majesty The Queen In Right Of The Province Of British Colombia, and all of their respective parent, affiliated and subsidiary companies, insurers, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE ARISING IN WHOLE OR IN PART OUT OF RENTER'S USE OF THE EQUIPMENT OR PARTICIPATION IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE, BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING IN BRITISH COLUMBIA ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.**

In further consideration, **RENTER RELEASES AND GIVES UP ANY AND ALL CLAIMS AND RIGHTS THAT MAY NOW EXIST AGAINST ANY RELEASED PARTY AND RELEASES ALL KNOWN AND UNKNOWN CLAIMS, CLAIMS NOT MENTIONED HERE AND CLAIMS RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.**

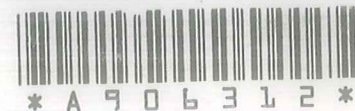
**RENTER AGREES TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

The Undersigned agrees that Renter will only use designated bicycle trails and will not permit any other person to use the equipment. The Undersigned agrees that the Renter is familiar with the proper use and function of the equipment, including the brakes, shifters, wheel disconnects, derailleurs, suspension components, pedals, handle bars, and seat posts locking levers. In the event the Renter feels unfamiliar with the equipment or that any equipment is not functioning properly, Renter agrees to immediately stop using the equipment.

This R lease shall be binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms are enforceable. The Undersigned parent or legal guardian acknowledges that he/she is also signing this Release on behalf of the minor. This Release shall be binding upon the Undersigned's assignees, distributors, heirs, next of kin, executors and personal representatives.

It is agreed that any and all claims for loss, injury and/or death related to this Agreement shall be governed by the law of the State or Province where the equipment was rented and that exclusive jurisdiction of any such claim shall be in a court of competent jurisdiction in the in the State or Province where the alleged incident occurred, except that all cases arising out of an alleged incident at Heavenly Mountain shall be governed by California law and the exclusive jurisdiction of any such claim will be a California court of competent jurisdiction.

| EQUIPMENT  |       |        |
|------------|-------|--------|
| BIKE       | BRAND | MODEL  |
|            | SIZE  | SERIAL |
| TRAILER    | BRAND | MODEL  |
|            | SIZE  | SERIAL |
| HELMET     | BRAND | MODEL  |
|            | SIZE  | SERIAL |
| HELMET     | BRAND | MODEL  |
|            | SIZE  | SERIAL |
| PROTECTION |       |        |
| BASIC      | YES   | NO     |
|            | YES   | NO     |
| DELUXE     | YES   | NO     |
|            | YES   | NO     |



**EQUIPMENT SETTINGS MATCH FORM**

|           |       |
|-----------|-------|
| TECH SIG. | EMP # |
|-----------|-------|

**HELMET RENTAL**

The Undersigned understands that helmets may reduce or mitigate the severity of head injuries, but are in no way a guarantee of Renter's safety. The Undersigned further recognizes that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn.

|          |                          |
|----------|--------------------------|
| HELMET   | <input type="checkbox"/> |
| RENTED   | <input type="checkbox"/> |
| HELMET   | <input type="checkbox"/> |
| DECLINED | <input type="checkbox"/> |

**THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS FEES, ARISING FROM ANY MISREPRESENTATIONS MADE IN THIS APPLICATION OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

**I AGREE THAT THE CREDIT CARD I HAVE PROVIDED FOR THIS TRANSACTION MAY BE USED TO PAY FOR ANY AND ALL RELATED CHARGES.**

**I UNDERSTAND THIS RELEASE AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

|   |       |
|---|-------|
| SIGNATURE OF RENTER:  | DATE: |
| SIGNATURE OF PARENT/LEGAL GUARDIAN:<br>(IF THE RENTER IS UNDER 18 YEARS OF AGE) | DATE: |

# Pre-Rental Bike Briefing

Your bike is equipped with a front and rear brake.

**REGULAR BRAKE SETUP:** To actuate your rear brake, simply squeeze the RIGHT brake lever. To actuate your front brake, squeeze the LEFT brake lever. Take note that over-pressuring the front brake may result in lock-up of the front wheel. A front wheel lock-up may send the bike and rider into a front flip or a skidding crash. Hence, use the rear brake as a primary means of slowing the bike in a controlled manner.

**MOTO BRAKE SETUP:** To actuate your rear brake, simply squeeze the LEFT brake lever. To actuate your front brake, squeeze the RIGHT brake lever. Take note that over-pressuring the front brake may result in lock-up of the front wheel. A front wheel lock-up may send the bike and rider into a front flip or a skidding crash. Hence, use the rear brake as a primary means of slowing the bike in a controlled manner.

Your bike is also equipped with two shifters, located on the right and left sides of the handlebars, which control the front and rear derailleurs. The right shifter controls the rear derailleur. Shifting the rear derailleur results in smaller incremental changes in your gear ratio, and is used more often than the front derailleur. The front derailleur is controlled by the left shifter and makes larger changes in the gear ratio than the rear derailleur.

Your bike may be equipped with 'clipless' (also 'clip-in' or 'step-in') pedals. Clipless pedals are used to increase power transfer to the rear wheel of the bike. Clipless pedals are designed to keep the shoe attached to the pedal via a cleat attachment on the bottom of your cycling shoe. The cleat is engaged by simply pushing down and forward on the pedal. Keep in mind that clipless pedals require an outward twisting motion of the heel sufficient to release the cleat from the pedal. Clipless pedals can be removed from the bike and replaced with 'platform' (or 'flat') pedals at your option.

## Pre-Ride Checklist

Before each bike listed on this form is rented out, the following must be inspected and marked as "Y" or "N/A."

- |   |   |
|---|---|
| <input type="checkbox"/> Tires aired and in good condition        | <input type="checkbox"/> Saddles tight                        |
| <input type="checkbox"/> Wheels true/spokes tight                 | <input type="checkbox"/> Brakes inspected                     |
| <input type="checkbox"/> Hubs and Q/R tight                       | <input type="checkbox"/> Derailleurs inspected                |
| <input type="checkbox"/> BB and cranks tight                      | <input type="checkbox"/> All cables/hoses in good condition   |
| <input type="checkbox"/> Pedals tight                             | <input type="checkbox"/> Chain lubricated                     |
| <input type="checkbox"/> Handlebars, stems and headsets inspected | <input type="checkbox"/> Front and rear suspension inspection |

Employee Signature \_\_\_\_\_ Employee # \_\_\_\_\_