



Release from Liability

This is a release from liability and a waiver of certain legal rights

A Limited Liability Company
 100 Marmot Drive Unit One
 Red Feather Lakes, Colorado 80545
 970-881-2450

BeaverMeadows.Com

Last Name		First Name	
Street Address		City State, Zip Code	
Phone		Date	

Please Read Carefully Before Signing

The UNDERSIGNED agree and understand that skiing, snowshoeing, snow boarding, ice-skating, snow tubing and the use of ski area facilities (hereinafter referred to as "Winter Activities") for any purpose can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY TO ANY OR ALL PARTS OF THE BODY OR DEATH.

The UNDERSIGNED agree to hold harmless and indemnify Beaver Meadows Resort Ranch (hereinafter called BMRR) and its owners, agents and employees, the equipment manufacturers and distributors, for any loss or damage that the UNDERSIGNED may cause to a person or property while engaged in Winter Activities. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage that may arise out of the use of the facilities at or accessible to BMRR or the equipment provided by BMRR, regardless of whether such loss or damage is to self or others even if BMRR is negligent and even if the equipment itself is defective.

The UNDERSIGNED agree to accept for use the listed equipment on this form "as is". The UNDERDSIGNED accept full responsibility for the care of the equipment during the rental period and will be responsible for the replacement at full retail value of any equipment not returned or returned in damaged condition. In addition, if the rented equipment is not returned at the agreed upon date and time, the UNDERSINGED shall be held responsible for late fees.

The UNDERSIGNED hereby release BMRR and its owners, agents and employees, as well as the equipment manufacturers and distributors, from any and all liability to self or the UNDERSIGNED or personal property resulting from their own acts of negligence. The UNDERSIGNED agree that there are inherent and other risks involved in Winter Activities. These risks include, but are not limited to: variations in snow and ice, steepness of terrain, ice and icy conditions, moguls, rocks, trees, and other forms of forest debris (above and below the surface), bare spots and other forms of natural or man-made obstacles on and/or off snow tubing runs, skating ponds, snow board hill, ski trails and facilities. There is also a risk of collision with such obstacles, as well as other participants. Snow tubing runs, skating ponds, snowboard run and ski trail conditions vary constantly because of weather changes and use.

Warning-

The UNDERSIGNED understands the following applies whenever using a ski area in Colorado, and represents a summary of the inherent risks of skiing: *Under Colorado Law*, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: Changing weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers; variation in terrain; and failure of skiers to ski within their own abilities.

CROSS-COUNTRY SKIING / SNOWSHOEING

The UNDERSIGNED understands that the boot/binding system for this equipment is not designed or intended to release and will not release under normal circumstances. That as the boot/binding system is a non-release system; this system will not reduce the risk of injury, or death, during a fall and will increase the risk of not surviving an avalanche.

This release is signed upon free will with the understanding that winter Activities are purely voluntary and can be a Hazardous Activity. The UNDERSIGNED understands to the provisions of this agreement or they would not participate in Winter Activities. This Release of Liability shall be binding to the fullest extent permitted by law, which supersedes any other agreements. This release shall be binding upon assignees, distributors, heirs, next of kin, executors and personal representatives of the UNDERSIGNED.

By signing this agreement the UNDERSIGNED represents that they are at least 18 years of age, or, if signing as the parent or guardian of a minor, the parent or legal guardian understands that he/she is waiving certain legal rights on behalf of the minor that the minor otherwise may have. The UNDERSINGED parent or legal guardian agrees that but for the foregoing, the minor would not be permitted to participate in Winter Activities or rent equipment from BMRR.

Printed Name-Parent/Legal Guardian _____ Signature _____

Minor's Name Printed _____ Age _____ Signature _____ Date _____