

# *Summit Peak Adventures*

## **INDEMNITY AGREEMENT AND RELEASE OF LIABILITY ACKNOWLEDGMENT OF RISKS AND HAZARDS, ASSUMPTION OF RISK, AND WAIVER OF RIGHTS**

**1.0 Consideration:** In consideration for being permitted to utilize the facilities, services and equipment of 'Summit Peak Adventures' here and to engage in snowmobiling, skiing, snowboarding and/or other relative recreational activities. I, \_\_\_\_\_ an adult, and/or \_\_\_\_\_ a second adult or a said minor child, (names of renters, &/or name of parent or guardian for child) hereby agree as follows:

### **2.0 Release and Discharge:**

I hereby forever RELEASE AND DISCHARGE 'Summit Peak Adventures Here' from any and all liabilities, claims, demands or causes of action that I may hereafter have for injuries and damages arising out of my use of the equipment, services and facilities of 'Summit Peak Adventures Here' including, but not limited to, losses **CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASED PARTIES** or hidden, latent obvious defects on trails, property, or in the equipment used. Initial (\_\_\_\_)

### **3.0 Covenants Not to Sue:**

I further agree that **I WILL NOT SUE OR MAKE A CLAIM** against 'Summit Peak Adventures Here' for damages or other losses sustained as a result of my participation in canoeing or related water activities. Initial (\_\_\_\_)

### **4.0 Agreement to Indemnify and Hold Harmless:**

I also agree to **INDEMNIFY AND HOLD** 'Summit Peak Adventures'. **HARMLESS** from all claims, judgments and costs, including attorney's fees, incurred in connection with any action brought as a result of my participation in recreational sports and/or all related activities, including but not limited to losses **CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASED PARTIES**, or hidden, latent, or obvious defects in the equipment, trails or vehicles used. Initial (\_\_\_\_)

### **5.0 Intent to Completely Release the Released Parties:**

THE INTENT OF THIS RELEASE IS TO RELEASE AND DISCHARGE THE RELEASED PARTIES OF ANY DUTY OF CARE TO ME WHATSOEVER INsofar as it is possible to do so under the laws of the state of Colorado. Initial (\_\_\_\_)

### **6.0 Acknowledgment of Risks and Hazards:**

I understand and acknowledge that snowmobiling, skiing, snowboarding and related mountain activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I **EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SNOWMOBILING, SKING, SNOWBOARDING OR RELATED MOUNTAIN RECREATIONAL ACTIVITIES INCLUDING THE RISK OF PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASED PARTIES** of hidden, latent, or obvious defects in equipment, trails or vehicles used. Initial (\_\_\_\_)

**7.0 No Warranty or Representation as to Training Received:**

I understand that because of the nature of snowmobiling, skiing, snowboarding, it is impossible for 'Summit Peak Adventures' to determine with any degree of certainty that I have been properly trained to participate in the sport. Furthermore, it is impossible to predict how anyone will react during actual mountain sport conditions. I understand and acknowledge that 'Summit Peak Adventures Here' is not in the business or qualified to give more than basic instructions on the operation of equipment. For that reason, I understand that there is no warranty, whatsoever, as to the adequacy of any such instructions provided by 'Summit Peak Adventures Here' to me. I warrant to 'Summit Peak Adventures Here' that based on my own evaluation of the instructions I have received and my own knowledge of the operation of snowmobiling, skiing, snowboarding or other relative equipment, that I can safely operate said equipment. Initial (\_\_\_\_)

**8.0 Inspection of Facilities:**

I specifically agree that I have been given an opportunity to inspect all of the land facilities and equipment of 'Summit Peak Adventures', and its concessionaires. I acknowledge that the trails upon which I will use recreational equipment rented to me by 'Summit Peak Adventures Here', contain such dangerous objects as trees, rocks, hidden objects, uneven terrain, unpredictable wind and snow conditions, and other natural and man made objects that can cause injury to me. Initial (\_\_\_\_)

**9.0 Agreement to Arbitrate Disputes:**

I further agree that in the event I have any claim whatsoever against any of the Released Parties arising out of my recreational activities, including an action for personal injury, that it shall be a condition precedent to the filing of a lawsuit against 'Summit Peak Adventures Here' that the matter first be mediated.

Initial (\_\_\_\_)

**10.0 Physical Condition:**

I hereby certify that I do not suffer from any physical infirmity or chronic illness, which would affect my ability to engage in snowmobiling, skiing, snowboarding or other related activities. Initial (\_\_\_\_)

**11.0 No Drugs or Medication:**

I further certify that I am not on any regular medication and/or Illegal drugs. I also recognize that it is against 'Summit Peak Adventures' rules and regulations to take or be under the influence of either alcoholic beverages or drugs while snowmobiling, skiing, snowboarding or participating in any related water activities and I agree to refrain from doing so. I acknowledge that **USE OF ALCOHOLIC BEVERAGES, AND/OR DRUGS WHILE RECREATING INCREASES RISK INJURY**, and that if I consume any such beverages, I assume the heightened risk. Initial (\_\_\_\_)

**15.0 Duration of Agreement:**

Unless specifically indicated below, I agree and acknowledge that the terms and conditions of this agreement shall continue in full force and effect now and in the future at all times during which I / we utilize the snowmobiling, skiing, snowboarding equipment or facilities in connection with 'Summit Peak Adventures Here', and that such terms and conditions shall be binding upon my heirs, executors and administrators of my estate. Initial (\_\_\_\_)

**I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY. I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011

· \_\_\_\_\_  
(Renter/User 1 Signature)  
· \_\_\_\_\_  
(Renter/User 1 Print Name)  
· ++++++  
· \_\_\_\_\_  
(Renter/User 2 Signature)  
· \_\_\_\_\_  
(Renter/User 2 Print Name)

**If you are under the age of eighteen, you must have your parent or legal guardian sign and initial this agreement below as well.**

**To the parent or guardian:**

By signing and initializing the above release of liability it means you have read and initialed the form as well. It also means that you agree to indemnify & release 'Summit Peak Adventures' to all claims, judgments and costs including, but not limited to, attorney's fees that your child may bring as a result of canoeing, kayaking and/or any other related water activities.

· Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010  
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·  
· \_\_\_\_\_  
(Signature of Parent or Legal Guardian: )  
·  
· \_\_\_\_\_  
(Print name of parent or guardian)