**ONEUP SPORTZ, LLC**

**EQUIPMENT RENTAL, ASSUMPTION OF RISK, RELEASE OF LIABILITY &**

**INDEMNIFICATION AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING.**

**THIS INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS**

1. **Definitions:** “Recreational Snow Sports” includes, but is not limited to, all manner of snow bike or ski bike riding, including the use of alpine terrain, cross country terrain, terrain parks, and back country terrain. “Rental Equipment” includes, but is not limited to, snow bikes, ski bikes, helmets, and all other rented equipment. The person using the Rental Equipment shall be referred to as “Renter,” when the Renter is age 18 or older. Renter means both the Renter and the Renter’s parent or legal guardian when the Renter is under the age of 18. “OneUp Sportz” includes OneUp Sportz, LLC, Wagmar Technologies, LLC (d/b/a Sno-Go), and all of their successors in interest, affiliated organizations and companies, insurers, agents, employees, contractors, representatives, assignees, directors, officers, attorneys, members, shareholders, and owners.
2. **The following agreement is made in consideration of Renter’s rental of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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1. **Assumption of Risk:** Renter agrees and understands that taking part in Recreational Snow Sports can be HAZARDOUS AND INVOLVES RISK OF PHYSICAL INJURY, MENTAL INJURY, PROPERTY LOSS, AND DEATH. Renter acknowledges and accepts that Recreational Snow Sports have many inherent risks, dangers, and hazards, and that participating in Recreational Snow Sports may expose Renter to the same, including, but not limited to, injuries, death, and loss or damage to property from negligence of OneUp Sportz, its employees, other participants or others; equipment malfunctions/defects; collisions; speed; terrain; manmade and natural obstacles and obstructions; dangerous flora and fauna; falling objects; improper fitting or use of or lack of equipment; becoming lost or separated; ice, snow and other adverse weather; avalanches; lack of training; slipping, falling; cold, frostbite and exposure; infections, exposure to and infection from viruses or bacteria and other illnesses (including COVID-19); Renter’s poor health or physical condition, known or latent health conditions, including cardiac conditions, mental distress or panic from exposure to any one of the above; misunderstanding or underestimation of risks and abilities; lack of training; accidents during transportation to and from Recreational Snow Sports activities; and falls or injury on OneUp Sportz’s property or the property of others (hereinafter “Risks”). Renter further acknowledges the ski resort prohibits OneUp Sportz from offering lessons or instructions, the ski resort does not offer lessons or instruction, and that Renter assumes the responsibility to educate his or herself on how to participate in Recreational Snow Sports. Renter also understands that he or she should be in good physical health to participate in Recreational Snow Sports, and Renter hereby represents to OneUp Sportz, that he or she is free of any medical condition that might create undue risk to Renter or to other Recreational Snow Sports participants. Renter chooses to participate in Recreational Snow Sports despite the inherent risks, dangers, and hazards involved therein, and Renter HEARBY VOLUNTARILY ASSUMES ALL RISKS, BOTH KNOWN AND UNKNOWN, AND ACCEPTS FULL RESPONSBIILTY FOR ANY INJURY, DEATH, AND/OR PROPERTY LOSS OR DAMAGE ARISING OUT OF RENTER’S PARTICIPATION IN RECREATIONAL SNOW SPORTS, EVEN IF CAUSED BY THE NEGLIGENCE OF ONEUP SPORTZ OR ITS EMPLOYEES. RENTER ACKNOWLEDGES AND FULLY UNDERSTANDS THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN RECREATIONAL SNOW SPORTS MAY BE DANGEROUS, MAY INCLUDE OTHER RISKS, AND RENTER WILL BE PARTICIPATING AT HIS OR HER OWN RISK.
2. **Waiver and Release:** In consideration of OneUp Sportz furnishing Rental Equipment to enable Renter to participate in Recreational Snow Sports, Renter, on behalf of his or herself, their personal representatives, and their heirs, or as parent or legal guardian of a Renter under the age of 18, hereby VOLUNTARILY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST ONEUP SPORTZ with respect to any and all claims and causes of action of any nature, including, but not limited to, the “Risks of Activity” described above, whether currently known or unknown, which Undersigned, or any of them, have or which could be asserted on behalf of Undersigned in connection with the Renter’s participation in Recreational Snow Sports, including, but not limited to, claims of negligence; negligence *per se*; misrepresentation; premises liability; product liability; other tort claims; wrongful death; statutory claims and violations;breach of warranty; breach of local, state, and federal laws; breach of contract. This RELEASE includes, but is not limited to, liability or claims for injury, illness, death, property damage, or other loss caused by the fault of OneUp Sportz, or resulting from its failure to accurately evaluate Renter’s ability to participate in Recreational Snow Sports. Further, Renter agrees to indemnify, defend and hold harmless OneUp Sportz from all claims of liability, actions or losses for any injury, death, property damage or other loss, including attorney’s fees and costs, resulting from Renter’s participation in a Recreational Snow Sports, and Renter agrees to reimburse OneUp Sportz for any such claims, even if caused by the negligence of OneUp Sportz. Renter further agrees to pay all costs, including reasonable attorney’s fees, incurred by OneUp Sportz to enforce any terms of this agreement. Renter acknowledges and fully understands that he or she is releasing, discharging and waiving any claims or actions that they may have presently or in the future against OneUp Sportz.
3. **Inherent Risks and Limitations of Rental Equipment:** The Rental Equipment is rented as is and with no warranties, express or implied. Renter understands that he or she may not use any Rental Equipment until he or she fully understands the Rental Equipment’s use and function. Renter will use the Rental Equipment only for the purpose of participating in Recreational Snow Sports. Renter understands that he or she is accepting responsibility for the use and care of the Rental Equipment in its used and as-is condition, and that Renter will care for it while it is in his or her possession. Renter will not allow anyone else to use the Rental Equipment issued to Renter. Renter understands that OneUp Sportz recommends the use of helmets and other safety equipment during Recreational Snow Sports. Renter understands there are injury-prevention limitations of helmets and other safety equipment. Renter understands that a helmet may help reduce or mitigate the severity of head injuries but is no guarantee of safety. Renter understands that a helmet has a limited shock absorption capability, even when a helmet is worn, serious injury or death can result from both low and high-energy impacts, and a helmet will not protect against the unavoidable and inherent risks of Recreational Snow Sports. Renter understands that a helmet does not protect against trauma to any other part of Renter’s body, including but not limited to the neck, face, and spine and that these limitations are unavoidable and are inherent risks of any activity in which the helmet will be used. Renter understands that in order to function at its full capacity, the helmet must fit correctly. Renter understands that when Renter fastens the chinstrap and shakes his or her head there should be no significant movement of the helmet and at rest, the helmet should feel comfortably snug. Renter will not accept the rental helmet unless he or she is satisfied that it fits correctly. Renter will not accept the rental helmet unless he or she is satisfied that it fits correctly. Renter will stop using the rental helmet immediately, return it, & make a written report if there is an incident while wearing the helmet or the helmet is damaged or not functioning properly. Renter understands that equipment designed to reduce the incidence of injuries does not guarantee safety.
4. **Rental Equipment Use and Damage.** Renter accepts full responsibility for the care of the Rental Equipment during the rental period. Renter agrees to pay for any damage that occurs to the Rental Equipment regardless of the circumstances under which such damage may occur. Renter agrees to pay for any lost rental income for the period of time the Rental Equipment is out of service due to damage for which Renter is responsible. Renter agrees to pay all costs, including reasonable attorney’s fees, incurred by OneUp Sportz to collect any sums due or to enforce any terms of this agreement. Renter agrees to pay interest of 18% per annum on all sums owed to OneUp Sportz. Renter agrees that OneUp Sportz is authorized and may charge Renter’s credit card for sums owed.
5. Renter warrants and represents to OneUp Sportz that Renter has fully, completely, and honestly provided information about his or her height, weight, age, abilities and experience with Recreational Snow Sports and similar Rental Equipment.
6. Renter understands that the Rental Equipment may malfunction, break or become inoperable and that it has been subject to prior use. Renter further understands that these are inherent risks of participation in Recreational Snow Sports, and they are governed by sections 3 and 4 above.
7. Renter will not engage in any activities prohibited by any laws, statutes, regulations, ordinances, and OneUp Sportz’s policies.
8. Renter understands his or her credit card number will be on file at OneUp Sportz to cover equipment loss, damage, or unreasonable wear & tear. If equipment is damaged, lost or destroyed, Renter is responsible for the retail replacement cost, and Renter authorizes OneUp Sportz to charge his or her credit card for the replacement cost.
9. Renter has a set time for Rental Equipment return with OneUp Sportz. Renter is aware that there is a $50 fee for each hour, or portion thereof, after my appointed return time.
10. **RENTER AGREES THAT THIS AGREEMENT AND ANY AND ALL CLAIMS** for injury, illness, death, and/or property damages or loss arising from my use of the Rental Equipment shall be **GOVERNED BY THE LAWS OF THE STATE OF COLORADO,** and **EXCLUSIVE JURISDICTION** of any such claim shall be the **DISTRICT COURT OF SUMMIT COUNTY, COLORADO or in the FEDERAL COURT FOR THE STATE OF COLORADO.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ANY AND ALL PRIOR CONTRACTS OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES. Renter understands and acknowledges that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract.

**I HAVE CAREFULLY READ THIS AGREEMENT AND I FULLY UNDERSTAND ITS CONTENTS.**

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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SIGNATURE of Renter / Parent or Legal Guardian

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Name of Renter (legible print) Age of Renter

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Name of Parent or Legal Guardian (legible print)

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Phone Number of Renter / Parent or Legal Guardian

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Street Address / City / State / Zip Code

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Driver License Number & State

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 Height Weight

Skier Experience (circle one): Beginner Some Experience Advanced