

# Silver Mountain Sports

701 Bunker Ave Suite 113, Kellogg Idaho 83837

[www.silvermt.com](http://www.silvermt.com)

(208) 783-1517

**DUE BACK AT THIS TIME:**

Participant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Billing Address: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Participant's Phone Number: \_\_\_\_\_ DOB: \_\_\_\_\_

Participant's E-Mail Address: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Equipment Identification Number: \_\_\_\_\_ Description: \_\_\_\_\_

Helmet Identification Number: \_\_\_\_\_ Please Circle: FULL FACE STANDARD

Knee/Shin Pads: \_\_\_ Yes \_\_\_ No Please Circle YOUTH ADULT

Elbow Pads: \_\_\_ Yes \_\_\_ No Please Circle YOUTH ADULT

Gloves: \_\_\_ Yes \_\_\_ No Experience: First time \_\_\_ Beginner \_\_\_ Intermediate \_\_\_ Expert \_\_\_

## BIKE SUSPENSION

Front: \_\_\_\_\_ Rear: \_\_\_\_\_ TIRE PRESSURE \_\_\_\_\_ Tech Initials \_\_\_\_\_

By initializing below, I accept or decline the optional equipment repair and replacement insurance at the rate of \$20.00 per day or any fraction thereof. If I **DECLINE** the equipment repair and replacement Insurance, I will be fully responsible for the entire cost of any damage to the bicycle and any other rented equipment, regardless of fault, including repair and/or replacement. If I **ACCEPT** the equipment repair and replacement insurance, I will not be responsible for the cost associated with damage, with the exception of blatant abuse or misuse to the equipment bearing the mechanic's discretion. **Regardless, the customer is responsible for the full replacement retail value of lost or stolen equipment.**

\_\_\_\_\_ I ACCEPT Equipment Insurance

\_\_\_\_\_ I DECLINE Equipment Insurance

**I/WE HAVE CAREFULLY READ THE FOLLOWING LIABILITY RELEASE LOCATED ON THE BACK OF THIS FORM, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Executed on this date: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME OF PARTICIPANT/RENTER/PURCHASER

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT/RENTER/PURCHASER

\_\_\_\_\_  
PRINT NAME OF PARENT OR GUARDIAN IF PARTICIPANT RENTER/PURCHASER IS LESS THAN 18 YEARS OLD

\_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN, IF PARTICIPANT RENTER/PURCHASER IS LESS THAN 18 YEARS OLD

## RENTAL EQUIPMENT HOLD-HARMLESS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

“Participant”, “Renter”, or “Purchaser” MEANS THE UNDERSIGNED, BEING AT LEAST 18 YEARS OLD, OR THE MINOR USER (UNDER 18) AND THE UNDERSIGNED PARENT OR LEGAL GUARDIAN OF THE MINOR SIGNING ON BEHALF OF HIMSELF/HERSELF AND THE MINOR (HEREINAFTER INDIVIDUALLY AND COLLECTIVELY “I”) AGREES AND UNDERSTANDS THAT MOUNTIAN BIKING AND OR OPERATING AN ELECTRIC SCOOTER (HEREINAFTER THE “ACTIVITY”) CAN BE **HARZARDOUS**.

**(Particularly applicable when minors are involved.)** I warrant and represent that I am in good health and there are no special problems with the care of myself (or the child) and the undersigned parent or guardian (if applicable) has left no special instructions regarding myself for the child that have not been listed on the registration form.

I recognize that there are risks including, but not limited to, rocks of various sizes, uneven and/or slippery trail conditions, varying weather and surface conditions, varying slopes variations in terrain, bumps, stumps, forest growth, loose gravel and dirt, wet surfaces, holes, potholes, downed timber, debris, other bikes, vehicles, and paved surfaces. I further understand that mountain biking is different from road biking and recognize that falls and collisions are common and ordinary occurrence of the activity. I recognize that injuries are a common and ordinary occurrence of the Activity. Further, I voluntarily elect to participate in the Activity.

I understand that E- Scooters must be used in accordance with all local, state and federal traffic laws. **E- Scooters are not permitted on the Trail of The Coeur d’Alenes.** Further, I recognize that there are risks, including but not limited to, falls, collisions with objects (pedestrians, potholes, curbs, vehicles, buildings, other stationary objects), wet or uneven surfaces and loose gravel. I recognize that injuries are a common and ordinary occurrence of the Activity. Further, I voluntarily elect to participate in the Activity.

In consideration of engaging in the Activity I agree to ASSUME ALL RISKS associated with the Activity and agree to hold harmless, release, defend and indemnify S &W Ops LLC, its subsidiaries, agents, employees, representatives, assignees, directors, officers and shareholders (hereinafter “The Released Parties”) from all liabilities and/or claims for injury or death to persons or damage to property arising from my engagement in the Activity, including those injuries and damages caused by The Released Parties’ alleged or actual: 1) negligence or 2) breach of any express or implied warranty. By execution of this Release, the undersigned agrees to indemnify each Released Party for any injuries to me or to other person(s) or property that I may cause as a result of engaging in the Activity.

I authorize the Released Parties and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree that upon my transport to any such medical facility or hospital that the Released Parties shall not have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall indemnify and hold harmless the Released Parties of and from any costs incurred therein.

I acknowledge that I will be the only person using the equipment listed above, during this rental period. I accept for use “as is” the equipment listed on this form and accept full responsibility for the care of the equipment while it is in my possession.

I will be responsible for the replacement at full retail value of any equipment listed on this form but not returned to the Ski Area (Ski/Sport Shop). I acknowledge my obligation to return this equipment by the agreed date in clean condition and agree to pay for any repairs in the event the equipment is damaged beyond normal wear and tear.

All instructions on the use of the equipment have been made clear to me and I understand the function of the equipment.

I understand that helmets are required and I agree to wear the helmets at all times.

In consideration of using the ski areas (ski/sport shop or other recreational provider) facilities, I CONTRACTUALLY AGREE that ALL claims for injury and/or death shall be GOVERNED BY IDAHO STATE LAW and EXCLUSIVE JURISDICTION shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of Idaho.

This Release shall be binding to the fullest extent permitted by the law. If any provision of this Release is found to be unenforceable, such provisions shall be deemed modified to the extent necessary to render such term or provision enforceable. The undersigned parent or legal guardian acknowledges that he/she is also signing this Release on behalf of the minor and that the minor shall be bound by the terms of this Release. This Release shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, insurers, executors and personal representatives.