

First Name	Last Name	Date	
Address		Phone	
City	State	Zip	
E-mail			

- As a rental equipment user or event participant (collectively and separately, “Participant”), the undersigned recognizes, acknowledges, understands and agrees that he or she is participating in an activity can be the cause of loss or damage to equipment, accidental injury to participants, illness, or in extreme cases, permanent injury or death. The following describes some, but not all, of those risks:
 Risks involved in any adventure or athletic activity: These risks include the risk that Participant may overestimate his/her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with, for example, others, the ground, rocks or trees or encounter other water/terrain/road/trail hazards; experience the unpredictability of horses or other animals; not understand the functioning of (or misuse) the equipment; not control his/her speed or experience an equipment malfunction.
 Risks in an outdoor environment: These risks include travel in high altitude, mountainous or wilderness terrain both on and off trail, and on land or water. Participant’s travel may be subject to: storms, including strong winds, rain, lightning, snow or hail; currents, waves or whitewater; flashfloods; extremely hot or cold weather or water; fast moving rivers or other water bodies; stinging, venomous or disease carrying animals or insects; poisonous plants; wild animals and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is unpredictable year-around.
 Stand Up Paddle Board and Tubing risks: These risks include hazards above and below water level; slipping while entering or exiting a watercraft; falling out of or getting caught under a watercraft; experiencing a watercraft capsize or collision; impacting reservoir, lake or river bottom.
 Bicycling risks: Risks in a terrain park, on or off trail or on an artificial mountain bike skills course include the risk of losing control or balance and falling from the bike, potentially while on or near an artificial or natural obstacle, and/or running into a stationary object or another biker.
 Risks regarding conduct: Risks include the potential that Participant, or other participants or third parties may act carelessly or recklessly.
- The undersigned understands and acknowledges that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in bodily injury, death, illness, or damage to myself, to my property or to others. I expressly accept and assume the risks listed above as well as the risks not specifically listed above. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the risks.
- I take full responsibility for any and all replacement or repair costs for any lost or damaged equipment, regardless of the cause of the damage, except damage that results from normal wear and tear.
- In consideration of P.M.S. renting the equipment to Participant or allowing Participant to participate in the event, Participant agrees to defend and indemnify P.M.S., its owners, agents and employees from any and all claims, losses, damages, and costs, including but not limited to attorney’s fees, arising out of or related to Participant’s use of the equipment or participation in the event.
- I hereby voluntarily hold harmless, release and forever discharge P.M.S. from any and all liability, claims, demands, attorney fees, actions or rights of actions, which are related to, arise out of, or are in any way connected with my participation in the event or rental of the equipment and with the installation, maintenance, selection, adjustment and/or use of this equipment including specifically but not limited to the negligent acts or omissions of P.M.S., for any and all bodily injury, death, illness, or damage to myself, third parties, my property, or others.
- I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- I agree that any lawsuit resulting from Participant’s use of the rental equipment or participation in the event shall be governed by the laws of the State of Colorado, and the venue shall be Archuleta County or the Federal Court for the State of Colorado. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.
- In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activity.
- By signing this Agreement without a parent or legal guardian’s signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adult represents that he/she is a legal parent or guardian of the minor Participant.

10. The undersigned represent that Participant is in good health and there are no special problems associated with his/her care. The undersigned authorizes any P.M.S. and/or their authorized personnel to call for medical care for the Participant to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. The undersigned agrees that upon the Participant's transport to any such medical facility or hospital that P.M.S. shall not have any further responsibility for Participant. Further, the undersigned agree to pay all costs associated with such medical care and related transportation provided for Participant and shall indemnify and hold harmless P.M.S. from any costs incurred therein, or any claims arising therefrom.

11. Should it become necessary for P.M.S. or someone on P.M.S.'s behalf to incur attorney's fees and costs to enforce this agreement, I agree to pay P.M.S. reasonable costs and attorney's fees. I, the undersigned, have carefully read, agreed to, and understand the release agreement above.

12. The undersigned gives full permission for P.M.S. to use any audio or visual of myself or said minor(s) taken during the use of the equipment or participation in the event, and by signing below, I am releasing the use of any audio or visual materials taken, or on file, and for any uses by P.M.S. of me or my child(ren). I understand that all said images and sound recordings shall constitute the property of P.M.S., solely and completely.

I, the undersigned, have carefully read, agreed to, and understand the release agreement above and am aware that I am releasing certain legal rights that otherwise may exist.

Signature	Date:
Emergency Contact:	Emergency Contact #:
Signature	Date:
Emergency Contact:	Emergency Contact #:
Signature	Date:
Emergency Contact:	Emergency Contact #:
Signature	Date:
Emergency Contact:	Emergency Contact #:

PARENT'S OR GUARDIANS ADDITIONAL INDEMNIFICATION (for participants under age of 18)

In consideration of (print Minor's name)	
Emergency Contact:	Emergency Contact #:
In consideration of (print Minor's name)	
Emergency Contact:	Emergency Contact #:
In consideration of (print Minor's name)	
Emergency Contact:	Emergency Contact #:
In consideration of (print Minor's name)	
Emergency Contact:	Emergency Contact #:
Being permitted by P.M.S. to participate in its activities and use its equipment and facilities, I further agree to indemnify and hold harmless P.M.S. from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.	
Parent or Guardian Signature:	Print Name: _____ Date: _____