Rental Liability Release & Indemnity Agreement

This agreement is made between Lookout Associates, LLC dba Lookout Pass Ski & Recreation Area herein referred to as "LPSRA", and the undersigned. I hereby certify that I have this date received the equipment listed and agree that said equipment was personally inspected by me and by an employee of LPSRA, and was found to be in good working condition. I acknowledge that if renting a bicycle, I am provided with a helmet and light for my protection and I agree to wear the helmet while riding the bicycle and use the light in all tunnels. I agree that I am solely responsible for any damage to or loss of any said equipment rented (except normal wear). I further agree to RELEASE from all LIABILITY and to INDEMNIFY AND HOLD HARMLESS LPSRA, it's manager, members, agents, and employees from any damage, injury or death to myself or any other person or property, whether caused by their NEGLIGENCE or for any other reason, in any way connected with my use of this equipment during the duration of this contract. I agree to return the equipment immediately if it becomes unsafe or in a state of disrepair.

Renter acknowledges that bike racks are furnished free of charge in conjunction with renting bike(s), upon request. Renter agrees to release LPSRA from any and all liability for property damages which may be caused to Renter's vehicle while using the bicycle rack.

I understand that bicycling is an inherently dangerous activity that can result in serious injury or death and I agree that I am assuming all such risks caused by my participation therein. I agree that LPSRA has no duty to supervise my conduct, or that of others, or to maintain any bicycling surface at all times. ALL WARRANTIES, EXPRESSED, IMPLIED, AND FITNESS FOR A SPECIFIC PURPOSE ARE SPECIFICALLY DISCLAIMED. Should any portion of this agreement be held invalid, the remainder shall not be affected. I waive any cause of action based on product liability. Governing law and venue shall be according to the laws of Idaho and any action shall be interpreted or enforced in Idaho District Court, Shoshone County, or US District Court for the District of Idaho.

I do certify that I have received from LPSRA, the lessor, the items listed and I have read, understand and agree to the rates and Rental, Liability Release & Indemnity Agreement plus the Trail Pass ticket disclaimer. I am 18 years of age or older.

Driver's License # Group Rental (Patrick Will Use His License #. Just Sign And Date.) I have read the Rental Liability Release & Indemnity Agreement in full and have signed and dated below.

<u>Signature</u>	<u>Date</u>	Signature	<u>Date</u>

	Tire P	ressure	Ri	ms	Bra	kes	Quick	Release	Hea	dset	OFFICE ONLY
BIKE #	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IT	Tech Initials