

ELECTRONIC BIKE RENTAL/TOURS

WAIVER, ASSUMPTION OF RISK, AND RELEASE AGREEMENT

Read Carefully. This is a release of liability and waiver of legal rights.

1. Rental Equipment may include:

Electronic Bike, helmet or other related equipment.

2. Definitions. The person using the equipment rented from Jans Mountain Outfitters, Ltd. d/b/a Jans, White Pine Touring, VR CPC Holdings, Inc., Park City Mountain Resort, shall be referred to as "Renter". The "Undersigned" means only the Renter when the Renter is age 18 or older OR it means both the Renter and the Renter's parent or legal guardian when the Renter is under the age of 18. "Released Parties" means Jans Mountain Outfitters, Ltd. d/b/a Jans, White Pine Touring, VR CPC Holdings, Inc., Park City Mountain Resort, and their affiliates, parents, subsidiaries, successors in interest, insurance carriers, agents, employees, representatives, assignees, officers, directors, owners, members, and shareholders. The "Activity" means using the rental equipment for any purpose including participation in tours.

3. Use of Rental Equipment. The Undersigned agree to accept for use the equipment "AS IS" and with no warranties, express or implied. Undersigned agree that they have had the full and fair opportunity to completely inspect the equipment. The Undersigned agree that the person(s) listed on this form will be the only person using the equipment and understands how to use the equipment and its limitations. If the Undersigned feel the equipment is not in proper working order and/or is not functioning properly, Renter will stop using it immediately and return it for inspection, possible repair, adjustment and/or replacement. The Undersigned accept full responsibility for the care of the equipment during the rental period and will be responsible for the return, replacement and/or repair at full retail value, as determined by Released Parties, of any equipment not returned or returned in a damaged condition. In addition, if the equipment is not returned at the agreed upon date and time, the Undersigned shall be also held responsible for late fees. The Undersigned agree that Released Parties are authorized and shall have the right to charge the Undersigned's credit card for repair and/or replacement cost and for late fees at the full rental value of any additional time and/or days.

4. Risks of Activity. The Undersigned understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the Activity include, but are not limited to: equipment malfunction; equipment damage; equipment defects; Renter's improper use of equipment; Renter's physical and mental ability, Renter's riding skills, slick or uneven surfaces; existing and changing surface and subsurface conditions; potholes, gravel, bumps; moguls; ice; variations in terrain; rugged mountainous terrain; downed timber; stumps; forest growth; rocks; debris; marked and unmarked obstacles; man-made objects visibility; collisions; encounters with motor vehicles; natural and manmade objects on paths and trails; choice of trails, negligence of others; and, negligence of tour guide.

Further, The Undersigned further understand and agree that the equipment IS IN NO WAY A GUARANTEE OF SAFETY and that no equipment can protect the wearer against all impacts to the head, biking, and other sports and activities can expose the user to forces that exceed the limits of protection provided by the equipment, if any. The Undersigned also understand that the equipment does not guard against injury to the neck, spine or any other part of the body, and that these limitations are INHERENT RISKS of the ACTIVITY.

THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR RENTER TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICPATION IN THE ACTIVITY, WHETHER OR

NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

5. Release and Indemnification: In consideration of the Renter being permitted to participate in the Activity, the Undersigned (a) unconditionally release, forever discharge, and agree not to sue the Released Parties from and for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Renter's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may have or will have against the Released Parties; and (b) agree to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and costs, attorneys fees and costs, and expenses whether or not in litigation, arising out of, or related to Renter's participation in the Activity.

6. Minor Acknowledgment. By signing this Agreement without a parent or legal guardian's signature, Renter, 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 Renter, signing adults represent that they are a legal parent or guardian of the minor Renter.

7. Miscellaneous. The Undersigned agree: (a) Renter will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances and agrees to wear a bicycle helmet at all times during the Activity; (b) this Agreement shall be governed by the laws of the State of Utah and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Summit County, Utah; and (c) this agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Renter

Signature of Renter

Date

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date

Address

Telephone