

Your privacy is important to us. We do NOT sell, loan, trade or share any of your information with anyone, ever. Never have, never will. Simple!

Last updated: September 7, 2023

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <https://www.blueriversports.com> or <https://www.mountainwave.com> websites (the "Service") operated by Blue River Sports and Mountain Wave ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

Communications

By creating an Account on our service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving all of these communications from us by following the unsubscribe link or instructions provided in any email we send. If you opt out of receiving communications, your account will be deleted and no information will be stored for you in our system.

Purchases

If you wish to purchase or rent any product or service made available through the Equipment ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

Availability, Errors, and Inaccuracies

We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

Blue River Sports and Mountain Wave have the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of Blue River Sports and Mountain Wave or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel reservations/orders in our sole discretion.

Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Blue River Sports, Mountain Wave and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Blue River Sports and/or Mountain Wave.

Links to Other Websites

Our Service contains links to third-party web sites or services that are not owned or controlled by Blue River Sports or Mountain Wave.

Blue River Sports and Mountain Wave have no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Blue River Sports and Mountain Wave shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service or contact us directly.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Blue River Sports and Mountain Wave and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

Limitation of Liability

In no event shall Blue River Sports and/or Mountain Wave, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Blue River Sports and/or Mountain Wave, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Colorado, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about this Privacy Policy, please contact us:

By email: brs@blueriversports.com

By phone number: [970-453-1110](tel:970-453-1110)

By mail: PO Box 1159
Breckenridge, CO 80424

PRIVACY POLICY

Effective date: August 1, 2015

Blue River Sports and Mountain Wave (“us”, “we”, or “our”) operates the <https://www.blueriversports.com> and <https://www.mountainwave.com> websites (the “Service”).

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from <https://www.gobreck.com>

Definitions

Service

Service is the <https://www.blueriversports.com> and <https://www.mountainwave.com> websites operated by Blue River Sports and Mountain Wave.

Personal Data

Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

Usage Data

Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Cookies

Cookies are small pieces of data stored on your device (computer or mobile device).

Data Controller

Data Controller means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal information are, or are to be, processed.

For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data.

Data Processors (or Service Providers)

Data Processor (or Service Provider) means any natural or legal person who processes the data on behalf of the Data Controller.

We may use the services of various Service Providers in order to process your data more effectively.

Data Subject (or User)

Data Subject is any living individual who is using our Service and is the subject of Personal Data.

Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

Email address

First name and last name

Phone number

Date of Birth, Height, Weight, Shoe Size

Address, State, Province, ZIP/Postal code, City, Country

Form selections

Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

We may also collect information how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the

time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information.

Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

SESSION COOKIES. We use Session Cookies to operate our Service.

PREFERENCE COOKIES. We use Preference Cookies to remember your preferences and various settings.

SECURITY COOKIES. We use Security Cookies for security purposes.

Use of Data

Blue River Sports and Mountain Wave uses the collected data for various purposes:

To provide and maintain our Service

To notify you about changes to our Service

To allow you to participate in interactive features of our Service when you choose to do so

To provide customer support

To gather analysis or valuable information so that we can improve our Service

To monitor the usage of our Service

To detect, prevent and address technical issues

To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information

Legal Basis for Processing Personal Data Under the General Data Protection Regulation (GDPR)

If you are from the European Economic Area (EEA), Blue River Sports and Mountain Wave legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Data we collect and the specific context in which we collect it.

Blue River Sports and Mountain Wave may process your Personal Data because:

We need to perform a contract with you

You have given us permission to do so

The processing is in our legitimate interests and it's not overridden by your rights

To comply with the law

Retention of Data

Blue River Sports and Mountain Wave will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

Blue River Sports and Mountain Wave will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

Transfer of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Blue River Sports and Mountain Wave will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Disclosure of Data

Disclosure for Law Enforcement

Under certain circumstances, Blue River Sports and Mountain Wave may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Legal Requirements

Blue River Sports and Mountain Wave may disclose your Personal Data in the good faith belief that such action is necessary to:

To comply with a legal obligation

To protect and defend the rights or property of Blue River Sports and Mountain Wave

To prevent or investigate possible wrongdoing in connection with the Service

To protect the personal safety of users of the Service or the public

To protect against legal liability

Security of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

“Do Not Track” Signals

We do not support Do Not Track (“DNT”). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

Your Data Protection Rights Under General Data Protection Regulation (GDPR)

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. Blue River Sports and Mountain Wave aim to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please contact us.

In certain circumstances, you have the following data protection rights:

The right to access, update or to delete the information we have on you. Whenever made possible, you can access, update or request deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you.

The right of rectification. You have the right to have your information rectified if that information is inaccurate or incomplete.

The right to object. You have the right to object to our processing of your Personal Data.

The right of restriction. You have the right to request that we restrict the processing of your personal information.

The right to data portability. You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.

The right to withdraw consent. You also have the right to withdraw your consent at any time where Breckenridge Tourism Office relied on your consent to process your personal information.

Please note that we may ask you to verify your identity before responding to such requests.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

Your Data Protection Rights Under Display California Privacy Rights

The right of Californians to know what personal information is being collected about them.

The right of Californians to know whether their personal information is sold or disclosed and to whom.

The right of Californians to say no to the sale of personal information.

The right of Californians to access their personal information.

The right of Californians to equal service and price, even if they exercise their privacy rights.

Service Providers

We may employ third party companies and individuals to facilitate our Service (“Service Providers”), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <http://www.google.com/intl/en/policies/privacy/>

Behavioral Remarketing

Blue River Sports and Mountain Wave use remarketing services to advertise on third-party websites to you after you visited our Service. We and our third-party vendors use cookies to inform, optimize and serve ads based on your past visits to our Service.

Google AdWords

Google AdWords remarketing service is provided by Google Inc.

You can opt-out of Google Analytics for Display Advertising and customize the Google Display Network ads by visiting the Google Ads Settings page: <http://www.google.com/settings/ads>

Google also recommends installing the Google Analytics Opt-out Browser Add-on – <https://tools.google.com/dlpage/gaoptout> – for your web browser. Google Analytics Opt-out Browser Add-on provides visitors with the ability to prevent their data from being collected and used by Google Analytics.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <http://www.google.com/intl/en/policies/privacy/>

Twitter

Twitter remarketing service is provided by Twitter Inc.

You can opt-out from Twitter’s interest-based ads by following their instructions: <https://support.twitter.com/articles/20170405>

You can learn more about the privacy practices and policies of Twitter by visiting their Privacy Policy page: <https://twitter.com/privacy>

Facebook

Facebook remarketing service is provided by Facebook Inc.

You can learn more about interest-based advertising from Facebook by visiting this page: <https://www.facebook.com/help/164968693837950>

To opt-out from Facebook’s interest-based ads follow these instructions from Facebook: <https://www.facebook.com/help/568137493302217>

Facebook adheres to the Self-Regulatory Principles for Online Behavioral Advertising established by the Digital Advertising Alliance. You can also opt-out from Facebook and other participating companies through the Digital Advertising Alliance in the USA <http://www.aboutads.info/choices/>, the Digital Advertising Alliance of Canada in Canada <http://youradchoices.ca/> or the European Interactive Digital Advertising Alliance in Europe <http://www.youronlinechoices.eu/>, or opt-out using your mobile device settings.

For more information on the privacy practices of Facebook, please visit Facebook’s Data Policy: <https://www.facebook.com/privacy/explanation>

Pinterest

Pinterest remarketing service is provided by Pinterest Inc.

You can opt-out from Pinterest's interest-based ads by enabling the "Do Not Track" functionality of your web browser or by following Pinterest instructions: <http://help.pinterest.com/en/articles/personalization-and-data>

You can learn more about the privacy practices and policies of Pinterest by visiting their Privacy Policy page: <https://about.pinterest.com/en/privacy-policy>

AdRoll

AdRoll remarketing service is provided by Semantic Sugar, Inc.

You can opt-out of AdRoll remarketing by visiting this AdRoll Advertising Preferences web page: http://info.evidon.com/pub_info/573?v=1nt=1nw=false

For more information on the privacy practices of AdRoll, please visit the AdRoll Privacy Policy web page: <http://www.adroll.com/about/privacy>

Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, please contact us:

By email: brs@blueriversports.com

By visiting this page on our website: <https://www.blueriversports.com/privacy>

By phone number: 970-453-1110

By mail: PO Box 1159, Breckenridge, CO 80424

Cookies Policy

Last updated: November 4, 2019

Blue River Sports and Mountain Wave (“us”, “we”, or “our”) uses cookies on the <https://www.blueriversports.com> and <https://www.mountainwave.com> website (the “Service”). By using the Service, you consent to the use of cookies.

Our Cookies Policy explains what cookies are, how we use cookies, how third-parties we may partner with may use cookies on the Service, your choices regarding cookies and further information about cookies.

What Are Cookies

Cookies are small pieces of text sent to your web browser by a website you visit. A cookie file is stored in your web browser and allows the Service or a third-party to recognize you and make your next visit easier and the Service more useful to you.

Cookies can be “persistent” or “session” cookies. Persistent cookies remain on your personal computer or mobile device when you go offline, while session cookies are deleted as soon as you close your web browser.

How Blue River Sports and Mountain Wave Use Cookies

When you use and access the Service, we may place a number of cookies files in your web browser.

We use cookies for the following purposes:

To enable certain functions of the Service

To provide analytics

To store your preferences

We use both session and persistent cookies on the Service and we use different types of cookies to run the Service:

Essential cookies. We may use cookies to remember information that changes the way the Service behaves or looks, such as a user’s language preference on the Service.

Accounts-related cookies. We may use accounts-related cookies to authenticate users and prevent fraudulent use of user accounts. We may use these cookies to remember information that changes the way the Service behaves or looks, such as the “remember me” functionality.

Analytics cookies. We may use analytics cookies to track information how the Service is used so that we can make improvements. We may also use analytics cookies to test new advertisements, pages, features or new functionality of the Service to see how our users react to them.

Third-Party Cookies

In addition to our own cookies, we may also use various third-parties cookies to report usage statistics of the Service, deliver advertisements on and through the Service, and so on.

What are Your Choices Regarding Cookies

If you'd like to delete cookies or instruct your web browser to delete or refuse cookies, please visit the help pages of your web browser.

Please note, however, that if you delete cookies or refuse to accept them, you might not be able to use all of the features we offer, you may not be able to store your preferences, and some of our pages might not display properly.

For the Chrome web browser, please visit this page from Google: <https://support.google.com/accounts/answer/32050>

For the Internet Explorer web browser, please visit this page from Microsoft: <http://support.microsoft.com/kb/278835>

For the Firefox web browser, please visit this page from Mozilla: <https://support.mozilla.org/en-US/kb/delete-cookies-remove-info-websites-stored>

For the Safari web browser, please visit this page from Apple: https://support.apple.com/kb/PH21411?locale=en_US

For any other web browser, please visit your web browser's official web pages.

Where Can You Find More Information About Cookies

You can learn more about cookies and the following third-party websites:

AllAboutCookies: <http://www.allaboutcookies.org/>

Network Advertising Initiative: <http://www.networkadvertising.org/>

Disclaimer

Last updated: November 4, 2019

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Blue River Sports and Mountain Wave assume no responsibility for errors or omissions in the contents on the Service.

In no event shall Blue River Sports and/or Mountain Wave be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. Breckenridge Tourism Office reserves the right to make additions, deletions, or modification to the contents on the Service at any time without prior notice.

Blue River Sports and Mountain Wave do not warrant that the Service is free of viruses or other harmful components.

External Links Disclaimer

<https://www.blueriversports.com> and <https://www.mountainwave.com> websites may contain links to external websites that are not provided or maintained by or in any way affiliated with Blue River Sports or Mountain Wave.

Please note that Blue River Sports and/or Mountain Wave do not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites.