

PARENT AGREEMENT

Release and Indemnity

In order to keep the costs of the activity lower, Participants under the age of 18 are not generally allowed to participate in snowmobiling at Snowmobile Adventures, because they are unable to sign a release of liability. However, your child will be allowed to participate only if you as the **parent or legal guardian** of the minor child agree to the following:

1. Parent/guardian agrees that the child has health insurance to pay any medical bills incurred for personal injuries and will waive any right of subrogation. To the fullest extent allowed by law, Parent agrees to pay without right of subrogation, all uninsured medical expenses incurred by the child for any injuries occurring during the activity even if the expenses result from the alleged **negligence** of Snowmobile Adventures LLC. , Thousand Peaks Ranches, Inc., Bombardier Recreational Products Inc., their agents and employees (hereafter collectively referred to as "Snowmobile Adventures"). Parent also agrees to be fully responsible and to pay for any damage or loss to a snowmobile or equipment rented from **Snowmobile Adventures** for the child.
2. To the fullest extent allowed by law, Parent/guardian agrees to completely release, indemnify and hold **Snowmobile Adventures** harmless (even if **Snowmobile Adventures** was **negligent**) from all of parent's claims, losses or damages, including loss of consortium, breach of contract, or wrongful death resulting from the child's injury or death during participation in the activity. The indemnity and hold harmless of **Snowmobile Adventures** shall include any claims brought by another parent or heir of the child. Parent/guardian agrees to never file a lawsuit against **Snowmobile Adventures** and to repay all attorney's fees, costs and judgments arising from Parent's claims.
3. Parent/guardian shall have the sole responsibility to educate themselves and the child concerning the risks of injury or death and the benefits involved in the activity, including all of the inherent risks and potential **negligence** of **Snowmobile Adventures**. Parent/guardian shall reiterate all rules and instructions to the child. Parent/guardian shall make all decisions concerning the child's participation in the activity and shall explain and enforce all rules and instructions. Parent/guardian shall be solely responsible to control and protect the child while participating in the activity and shall be solely responsible to ensure that the child is physically, mentally and emotionally able to participate in the activity. Parent/guardian agrees that they have read the Snowmobile Release of Liability. Child must ride on own seat behind driver. I will not let anyone under 16 years of age operate the snowmobile
4. To the fullest extent allowed by law, the Parent/guardian agrees to indemnify **Snowmobile Adventures** for all damages caused by the child including personal injuries and property damage, even if Snowmobile Adventures is alleged to be negligent.
5. This agreement is severable and if a court determines any part to be invalid, then all other parts shall remain in effect.
6. This agreement shall be interpreted under Utah law.

X _____ Date: _____
Parent or Legal Guardian Signature Address

Print Name Phone Number

Child's Name Child's Name

Child's Name Child's Name

Please bring this signed form with you or fax to: 801 415-0405