

Snowmobile Adventures

Snowmobile Release and Discharge of Liability, Acceptance of Responsibility and Acknowledgement of Risks
Exercise Caution and be Careful!

I, the undersigned, being above age eighteen, or the legal guardian of the undersigned who is under 18, in consideration of the services of Snowmobile Adventures LLC, Thousand Peaks Ranches Inc., Bombardier Recreational Products Inc., Rocky Mountain Adventures LLC. (hereinafter together referred to as "**Snowmobile Adventures**"), the rate charged for those services, and the right to engage in this event as a participant and/or volunteer, hereby expressly understand, accept and agree on behalf of myself, my heirs, assigns, personal representative and estate as follows:

A. **Conditions.** I will wear a fastened helmet at all times. My snowmobile and accessory equipment is in good working condition. I am physically and mentally able to ride the snowmobile and I am familiar with snowmobile operation and will follow all rules and regulations for the safe operation of the snowmobile. I will read and follow all verbal and nonverbal instructions and signs. I agree that **Snowmobile Adventures** may revoke my permission to ride and prevent my use of the snowmobile for unsafe conduct, rude conduct or failure to obey instructions. I am not under the influence of alcohol or drugs (legal or otherwise). I agree not to let anyone else operate the snowmobile without prior knowledge and written permission from **Snowmobile Adventures**. If I have rented a snowmobile from **Snowmobile Adventures**, then I agree that I am fully responsible for all damage or loss to the snowmobile and equipment and agree to pay for all repairs or for the cost of the snowmobile and equipment. Snowmobile Adventures provides no warranties of any kind whatsoever, express or implied, as to the snowmobile, its' accessory equipment, the guided tour, the location or terrain. I assume responsibility for the snowmobile.

B. **Express Assumption of Risks of Personal Injury.** I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known and unknown risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to third parties. I am aware that it is impossible to prevent all risks and dangers associated with snowmobiling. The following list describes some but not all of those risks: personal injury; including brain injury, spinal cord injury, death and hypothermia, property damage; collisions with trees and/or other snowmobiles; manufacturing defects; obstacles such as branches, trees, cliffs, mountainous terrain, depressions, gullies, structures, fences and hidden stumps or rocks; avalanche; snow storms; trail and/or road conditions; participant's failure to follow the guide's safety and trail instructions; tipping over; falling; loss of control; attempts to exceed snowmobiling skills; operation of the equipment at excessive speeds, unavailability of immediate medical attention in case of injury, equipment failure and/or negligent actions of **Snowmobile Adventures LLC.**, and owners of property ridden on, their officers, employees or agents.

C. **Release of all Liability (Including Negligence).** I voluntarily agree to fully release, forever discharge, and to hold harmless and indemnify **Snowmobile Adventures**, its agents, guides or employees, and all other persons or entities from any and all liabilities, claims, damages, injuries, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but not limited to any **negligent acts or omissions of Snowmobile Adventures**, its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or any other person or property, which in any way result in whole or in part from my participation in snowmobiling at **Snowmobile Adventures**, including all transportation or rental of equipment. I expressly agree to indemnify Snowmobile Adventures for any property damage, which I may cause to Snowmobile Adventures equipment or property. I expressly agree to assume all risks of any loss, damage or injury resulting from transportation, and snowmobiling including any negligence on **Snowmobile Adventures'** behalf. I agree to release **Snowmobile Adventures** for its **negligence** in causing in whole or in part any injury or damage to me.

D. **No Lawsuit/Hold Harmless.** I agree not to sue or file any lawsuit against a **Snowmobile Adventures** and to indemnify **Snowmobile Adventures** and hold it harmless for any damages, injuries, judgments or lawsuits, including any attorney fees and costs incurred by **Snowmobile Adventures** resulting from my participation in snowmobiling, transportation, or snowmobile rental. I agree that my obligation not to sue and to indemnify and hold **Snowmobile Adventures** harmless applies even if **Snowmobile Adventures** is negligent and includes attorney fees and costs incurred by **Snowmobile Adventures**. I agree that any lawsuit that I file against **Snowmobile Adventures** shall be filed in Utah courts and that Utah law shall apply.

E. **Insurance.** I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage sustained by a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. I further certify that I am over 16 years of age. I will not allow anyone under sixteen to operate the snowmobile.

F. **Optional Snowmobile Repair and Damage Limitation Waiver.** I understand that I may purchase \$1000 worth of collision/damage protection (\$20 per machine) to cover my operation and use of equipment under this agreement. **If I choose not to purchase such protection I am completely responsible for all damages occurring while I use the equipment.** I further understand that the protection available under this agreement is subject to a **\$450 deductible** for any damages up to \$450 but under \$1450.00. I am responsible for and agree to pay any and all damages above \$1450.00. If I decline to accept and purchase protection coverage, I the undersigned agree to pay for any and all damages incurred while I am operating the equipment rented hereunder. Damages to the equipment will be assessed as follows: Snowmobile (full replacement cost \$8700), Hood \$185, Muffler \$450, Windshield \$100, Headlight \$195, Ski \$185, Tail light assembly \$85, Belly pan \$175, Bumper \$125, Kill switch \$55, Tunnel \$1900, A- Arm \$325, Shock \$90, Luggage rack \$125. Engine cross member \$950. E or S Module \$895. Seat backrest \$290. Seat handles \$145. Heated hand grip \$125. Handlebar \$370. Instrument cluster \$670. Belt \$120. Clutch \$590. Suspension parts and other required parts as determined by manager.

Equipment repair/replacement waiver is recommended. \$300/day disabled snowmobile fee assessed for each day damages go unpaid.

Collision protection Accepted: (Initials) **X** _____ Collision protection Declined: (Initials) **X** _____
Optional Replacement Waiver: \$ 20.00

Machine: Skidoo 550cc/600cc Reservation date/time/cost/cc#

I agree to pay in full for services and products rendered, personally and according to the card issuer's agreement.

I understand and agree that this is a contract that limits my legal rights, and is binding upon my heirs and legal representatives. If portions of this agreement are invalid, I agree that the remaining portions will remain enforceable. By signing the Release of Liability the undersigned acknowledges reading and understanding of the above provisions. This agreement will apply to any snowmobiling on any date up to and including April 31, 2019.

Signature **X** _____ Date: _____

Print Name Clearly _____ Home Address _____ Tel. _____

Email _____ Hotel _____ Room # _____

How did you hear of us? _____