

Tug Hill Ridge Runners Snowmobile Rentals

Dates Renting: _____ Snowmobile# _____

Helmet # _____

Helmet(s)

Returned: _____

Room #(if staying) _____

Helmet(s) Damaged: Yes Or No

Time Left: _____ Time Returned: _____

Employee Initials: _____

Renter Name: _____

Rental Amount: _____

Helmet Amount(\$25/Day): _____

Total: _____

Credit Card Price: _____

Cash Price: _____

Paid With: Visa MC Discover Amex

Cost Of Damages If Any/Additional Cost Notes:

Employee Signature: _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Tracey J Miller D.B.A. Tug Hill Ridgerunners LLC, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "THR"), I hereby agree to release, indemnify, and discharge THR, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Snowmobile activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: riding on uneven snow covered terrain; changing snow conditions and variations in elevations; transmissible pathogen or disease; loss of control of the snowmobile; falls from the snowmobile; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; collision with other snowmobiles, participants, trees, rocks, and other manmade or natural obstacles; snowmobiles are slippery when wet and accident can occur while getting on and off; pinches, bruises, abrasions, strains, burns, cuts and lacerations; exhaustion; major injuries are a risk as are musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; the negligence of participants, or other persons who may be present; steepness of slopes, snow depth, instability of snow pack or varying and difficult weather; exposure to temperature and weather extremes which could cause hypothermia, frostbite, frostnip, hypoxia, sunburn, or dehydration; encounters with animals and wildlife; altitude sickness, high altitude pulmonary edema; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; further, passengers can be thrown off the vehicle which can result in any of the above events occurring; equipment failure and mechanical and/or equipment problems; accidents or illness can occur in remote places without medical facilities; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity. Traveling to and from activity locations raises the possibility of any manner of transportation accidents.

Furthermore, THR personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree to wear a properly fitted and secured helmet while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless THR from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of THR's equipment or facilities, including any such claims which allege negligent acts or omissions of THR.
4. Should THR or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against THR, I agree to do so solely in the state of New York, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against THR on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at THR. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s)) _____
being permitted by THR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless THR from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

Parent or Guardian: _____ Print Name: _____ Date: _____

PROTECTIVE RIDING HEADGEAR REFUSAL AGREEMENT

I, for have been fully warned and advised by Tracey J Miller D.B.A. Tug Hill Ridgerunners LLC (hereinafter collectively referred to as "THR"), that we should purchase and/or wear a properly fitted and secured helmet while riding or being around snowmobile's (whether on the premises of THR or off the premises) in order to reduce the severity of some of our head injuries and to possibly prevent my/our death from happening as the result of a fall(s) or any other occurrence associated with this activity. We realize that we are subject to injury from this activity and that no form of preplanning can remove all of the danger to which we are exposing ourselves. Against the advice of THR, the guide/instructor, numerous court cases and THR's insurance company, we are refusing this critical safety precaution. I also understand that minors are not allowed to refuse protective headgear and I cannot sign in their behalf to waive the requirement.

SIGNER STATEMENT OF AWARENESS

I/we the undersigned, have read the foregoing statement carefully before signing and do understand its warnings and assumption of risks.

Name of Rider

Date

Signature of Rider (Spouse and all adults must sign their own form)

Date

Please Initial The Following:

1. I certify that I am 18 years of age or older. _____ (initial)
2. Helmets must be worn at all times. _____ (initial)
3. If I rent a helmet from The Tug Hill Ridgerunners, I will examine my helmet and voice any concerns with The Tug Hill Ridgerunner staff before leaving. _____ (initial)
4. If I rent a helmet from The Tug Hill Ridgerunners, I am fully responsible to bring the helmet back in the same working condition it left with. I have been shown how the helmet shield works, and upon return if I have damaged the shield by pushing it too far back or dropping the helmet, I agree to pay \$150.00 for the shield. _____ (initial). If the helmet itself is damaged in any way I agree to pay \$250 for the helmet. _____ (initial)
5. No alcoholic beverages or drugs which may impair your ability to operate are to be consumed prior to or during rental. _____ (initial)
6. I agree to accept, for use as is, the equipment listed on this form and accept full responsibility for the care of the equipment while in my possession. _____ (initial)
7. I agree to pay the full retail value rented under this form, that I damage or that I do not return. _____ (initial)
8. I understand that I am responsible subject to the terms and conditions of this agreement for all damages to the snowmobile and payment is due at the time of incident. _____ (initial)
9. I agree to comply with the safety regulations and rules in the county of Lewis and state of New York for snowmobile use. Maximum speed allowed on trails is 55 mph unless posted otherwise. Please do not exceed the speed limits. _____ (initial)
10. I agree to stay on all approved marked trails. _____ (initial)
11. I agree to pay the weekend rental rate on snowmobile if I damage the snowmobile and it cannot be rented to others that have rented the snowmobile for the same weekend. _____ (initial)
12. I agree that if I go over my allotted rental time limit, I will pay \$40 per hour for the first 3 hours that I go over my time. Once you go 4 hours over your allotted rental time limit, you will pay for another full day rental for the snowmobile. _____ (initial)
13. If you back over the mud flap and tear it off you are responsible for paying for a new one. _____ (initial)
14. I agree to fill the tank of the snowmobile with fuel upon its return. _____ (initial)
15. I am responsible to maintain gas in the snowmobile while renting. If I run out of gas while on the trail system, I agree to pay the \$250 recovery fee. _____ (initial)
16. If you ride with your hand on the brake lever the snowmobile will burn up in flames and you will be charged the full price of the snowmobile. This is the only way they catch on fire. _____ (initial)
17. I agree to be financially responsible for any damages sustained by the snowmobile while it is in my possession or control or if anyone is using it with my expressed or implied permission, regardless of the cause of such damage. _____ (initial)
18. In the event of my death on this snowmobile, I DO NOT hold this snowmobile, the Tug Hill Ridge Runners, their employees, the conditions, other snowmobilers, or the snowmobile clubs responsible for my death. _____ (initial)

Helpful Cost Saving Reminders:

- Don't follow too closely .
- Stay on the trails.
- Don't drive faster than you're comfortable with, the maximum speed limit on the trails is 55 mph.
- Don't drive on bare roads, stay on the snow.
- Simply try not to hit anything, it is very costly!
- 8 hour rental time 9-5, \$40 per hour for the first 3 hours over, once you hit 4 hours over your 8 hour rental time you will pay for another full day rental!
- Machines are not permitted for Old Forge.
- The sled must be back before dark.
- If you ride on the road back to the motel, and not the trail, you will be charged for all damages which includes carbides, slides, skis, track, and labor which is around \$2,000.

IMPORTANT NOTICE:

If you cause extensive damage to the snowmobile you will have the option to buy the snowmobile outright at the owner's value or pay for the repair to the snowmobile.

By signing this you acknowledge that you are responsible to pay this amount:

Sled Number: _____ Amount: _____

X _____ (Signature)

When Any Damage Occurs To The Snowmobile You Are Responsible For, This Is What Takes Place:

When any damage occurs to the snowmobile you left with, you are responsible. If someone hits you, you are still responsible. The Tug Hill Ridgerunner staff will estimate the damage and you will be charged immediately. You will be refunded if costs do not exceed the estimate. You may be charged the rental fee if the sled is tied up too long missing a future rental. I agree to all of the above and will not contact the credit card company to fight the charges. Upon return, your picture will be taken next to the snowmobile that you have damaged.

I have read the above information and understand this document.

X

Signature

Date

In The Event Of An Accident And/Or Emergency:

I, _____, agree to stay on the scene of the accident and call 911 first in an emergency situation. I also agree to call the owners immediately after calling 911. If my cell phone does not have service to place a phone call, I will go to the nearest establishment and make the phone calls necessary.

Signature: _____ Date: _____

When Any Damage Occurs To The Snowmobile You Are Responsible For, This Is What Takes Place:

I, _____, am responsible for any damages that occur to the snowmobile I left with, even if I am forced off the trail by another snowmobile and damage occurs. The Tug Hill Ridgerunners will estimate the damage and you will be charged immediately. You will be refunded if costs do not exceed the estimate. You may be charged the rental fee if the sled is tied up too long missing a future rental. I agree to all of the above and will not contact my credit card company to fight any charges charged by the Tug Hill Ridgerunners for any damages.

I have read the above information and understand this document.

X _____

Signature

Date