

Employee Initials \_\_\_\_\_ Dates Renting: \_\_\_\_\_ # \_\_\_\_\_

Room #(if staying) \_\_\_\_\_ Time Left: \_\_\_\_\_ Time Returned: \_\_\_\_\_ Helmet # \_\_\_\_\_

### **Participant Agreement, Release and Assumption of Risk**

In consideration of the services of Tug Hill Ridgerunners, LLC. DBA Tracey J. Miller, their agents, owners, officers, volunteers, participants, 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 representatives and estate as follows.

1. I acknowledge that my participation in snowmobiling 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; loss of control of the snowmobile, falls from the snowmobile, collision with other snowmobiles, participants, trees, rocks, and other manmade or natural obstacles; pinches, bruises, abrasions, strains, cuts and lacerations; exhaustion; exposure to elements like temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; burns, 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; the physical exertion associated with this activity and driver inexperience.

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
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 the 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.
7. I agree to be financially responsible for any damage sustained by the Snowmobile while it is in my possession or control or that of anyone using it with my express or implied permission, regardless of the cause of such damage.

**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 have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

### **PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**

**(Must be completed for participants under the age of 21)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by the 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, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

#### **Please initial the following:**

1. Helmets must be worn at all times. \_\_\_\_\_ (initial)
2. No alcoholic beverages or drugs which may impair your ability to operate are to be consumed prior to or during rental. \_\_\_\_\_ (initial)
3. 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)
4. I agree to pay the full retail value rented under this form, that I damage or that I do not return. \_\_\_\_\_ (initial)
5. 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)
6. 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 in 55 mph unless posted otherwise. Please do not exceed the speed limits. \_\_\_\_\_ (initial) I agree to stay on all approved marked trails. \_\_\_\_\_ (initial)
7. 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)
8. Tour guide is not responsible for any damages that may occur to the snowmobile or any injury that may occur to self. \_\_\_\_\_ (initial)

## Helpful Cost Saving Reminders:

- Don't follow too closely
- Stay on trails
- Don't drive faster than you're comfortable, the maximum speed limit on 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, \$25.00 per hour after 8 hours.
- Machines are not permitted for Old Forge

## 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)

### (For employee use only)

Sled Number: \_\_\_\_\_

Rental Rate \_\_\_\_\_ X \_\_\_\_\_ (days renting) = \_\_\_\_\_

Helmet Rental \_\_\_\_\_ (\$15.00/Helmet) Helmet #'s) \_\_\_\_\_, \_\_\_\_\_

Sales Tax \_\_\_\_\_ (8.00%)

Additional Fees \_\_\_\_\_ **Applies to sled or helmet damages, gas, oil or for extra time**

Total: \$ \_\_\_\_\_

Payment Type: \_\_\_\_\_

Employee Signature: \_\_\_\_\_