

**ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF  
RISKS AND RESPONSIBILITY and RELEASE OF LIABILITY**

**WARNING:** There are significant elements of risk in any adventure, sport or activity associated with the snow, including but not limited to snowmobiling, cross-country or telemark skiing, snowshoeing, sledding, tubing, and winter camping (referred to herein as "activity") and the unsupervised use of equipment.

**ACKNOWLEDGEMENT OF RISKS:** Although you have taken reasonable steps to provide me/us with appropriate equipment and/or skilled guides so I/we can enjoy an activity for which I/we may not be skilled, I/we acknowledge that this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to equipment, or cause accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks. If I elect to rent and go out on my own I take full responsibility for injury to me and my passenger and damage to the snowmobile.

The following describes some, but not all, of those risks: 1) Falls, collision with other people, natural and manmade objects; 2) Inclement weather, varied or severe snow, ice, wind, weather, and avalanche conditions; 3) The presence of objects, wholly or partially obstructed from view; 4) The thickness or stability of snow, snow ledges, and/or ice; 5) My/our physical coordination and balance, the speed at which I/we travel, my/our ability to use/control equipment and follow directions, operator error, and/or equipment failure; 6) Remote routes and inadequately marked trails which may lead to becoming lost or disoriented; 7) The presence of animals in the wild; 8) Accidents or illnesses occurring in remote places where there are no available medical facilities; 9) Cold weather and heat related injuries and illnesses including frostnip, frostbite, heat exhaustion, sun stroke, hypothermia, and dehydration.

I am (we are) aware that this activity may entail risks of injury or death. I/we understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death. I acknowledge that if, during the activity, I/we experience fatigue, chill and/or dizziness, my/our reaction time may be diminished and the risk of an accident, increased. I am (we are) safety conscious and acknowledge that wearing gloves, appropriate clothing, eye and skin protection are basic safety precautions.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** I/we agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/our participation in this activity is purely voluntary. No one is forcing me/us to participate. I confirm that I am (we are) fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including any minor children, for which I am responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident which may occur. I/We elect to participate in spite of the risks. If I was born after 1982, I have taken and passed the Vermont snowmobile safety course.

I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; hypothermia, frostnip and frostbite which may result in loss of limbs, digits, and/or permanent scarring; altitude related sicknesses including acute mountain sickness, pulmonary edema, and/or cerebral edema; eye damage, cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), and/or exposure; head, neck, and/or spinal injuries; animal bite or attack, insect bite, allergic reaction; shock, paralysis, drowning, and/or death.

**COVENANT OF GOOD FAITH:** I recognize that you, as provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives.

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

**RELEASE:** In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release:

SNOWSLED, LLC / SNOWCOUNTRY SNOWMOBILE TOURS AND RENTALS INC. / SNOWSLED RENTAL, LLC its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

**I AM RESPONSIBLE FOR ANY PHYSICAL AND MECHANICAL DAMAGE OF SNOWMOBILE DURING MY TOUR OR RENTAL OPERATION. I AM RESPONSIBLE FOR THE SAME DAMAGE FOR ANY MINORS OR OTHER IN OUR PARTY I SIGN FOR. THIS DAMAGE CAN BE CHARGED TO MY CREDIT FOR THE SUM OF \$1.00 DOLLARS TO \$10,000.00 DOLLARS OR TOTAL LOSS OF SNOWMOBILE. THIS DAMAGE CAN BE REPAIRED BY SNOWSLED RENTALS LLC. OR A CERTIFIED SNOWMOBILE DEALER. THIS DAMAGE CAN BE CHARGED TO MY CREDIT CARD REGARDLESS OF ANY PREVIOUS MAJOR CREDIT CARD AGREEMENT. IF SNOWCOUNTRY/SNOWSLED RENTALS LLC, HAS TO COLLECT DAMAGES BY MEANS OF A LAWYER I AGREE TO PAY ALL LAWYER FEES AND EXPENSES.**

I HAVE READ THE ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY, I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

*Participant's:*      *Name (printed)*                                      *Age*      *Signature*                                      *Date*

\_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ / \_\_\_\_\_

List any known allergies to plants, insects or medications: \_\_\_\_\_

Advise any physical condition which may limit your participation: \_\_\_\_\_

If Participant is Under 18, the Parent or Legal Guardian must also sign: \_\_\_\_\_

If you will operate a snowmobile: Driver's License No.: \_\_\_\_\_ State of Issue: \_\_\_\_\_ *ROL: Snow (10/93r)*