

**SNOWMOBILE WARNING, ASSUMPTION OF RISK,
RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

The person who is renting equipment from and participating in snowmobiling with Tamarack Resort shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older **OR** it means both the PARTICIPANT and the PARTICIPANT's parent or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that participation in snowmobiling, and traveling to and from snowmobiling sites (hereinafter collectively the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY and that falls, collisions, accidents, **INJURIES AND/OR DEATH** may result from engaging in the ACTIVITY. THE UNDERSIGNED agree and understand that risks include, but are not limited to: changing weather conditions; existing and changing snow conditions, bare spots, rocks, stumps, trees, bushes, collisions with natural objects, man-made objects, or other snowmobilers; marked and unmarked obstacles; variations in terrain; mechanical failure or malfunction; defects in equipment; loss of control; rugged mountainous terrain; slick or uneven riding and walking surfaces; surfaces covered with ice and snow; strenuous activity; the condition of the PARTICIPANT, dehydration, high elevation; and sharing facilities with people directly involved and/or not directly involved in snowmobiling. THE UNDERSIGNED acknowledge and understand that the description of activities and risks listed above are not complete and that all activities, whether or not described, may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. By signing this release, THE UNDERSIGNED recognize that property loss, serious injury and death are all possible while participating in the ACTIVITY. **RECOGNIZING THE RISKS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE SERVICES OF TAMRACK RESORT AND EXPRESSLY ASSUME ALL RISKS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

THE UNDERSIGNED agree to accept the rented snowmobile "as is" and accept full responsibility for the care of the equipment during the rental period. THE UNDERSIGNED acknowledges that the rented equipment, including loaned clothing, is received in good condition. THE UNDERSIGNED agrees to pay a stipulated use fee and provide a credit card imprint as a damage deposit, which will be returned to me when the equipment is returned in its original rented condition. THE UNDERSIGNED authorize Tamarack Resort to charge said credit card to pay for any and all physical damage, including the loss of the property, to the snowmobile and/or other rental equipment that occurs during the rental period, **REGARDLESS OF THE CIRCUMSTANCES** under which such damage may occur. THE UNDERSIGNED agree to pay for any lost rental income for the period of time the snowmobile is out of service due to damage. Additionally, THE UNDERSIGNED agree to pay for any costs incurred in the retrieval of snowmobiles rented to the PARTICIPANT that are left on the trail for non-mechanical reasons.

THE UNDERSIGNED understand that the PARTICIPANT is responsible for following all directions given by a Tamarack Resort employee. THE UNDERSIGNED agree and understand that PARTICIPANT must have the physical dexterity and knowledge sufficient to safely operate a snowmobile. THE UNDERSIGNED understand that other snowmobiles, persons and objects may be encountered at any time. THE UNDERSIGNED recognize that damage to property and physical injuries, including death are a common and ordinary occurrence of the ACTIVITY. **RECOGNIZING ALL THE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.**

In consideration of being allowed to rent a snowmobile and for use of the snowmobile, THE UNDERSIGNED I hereby agree to **ASSUME ALL RISKS** associated with the PARTICIPANT's participation in the ACTIVITY. Additionally, THE UNDERSIGNED agree to **HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** Tamarack Resort, its affiliated organizations and companies, the United States Forest Service, including but not limited to its agents, employees, officers and/or affiliates, the equipment manufacturers, all their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") for **ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from PARTICIPANT's participation in the ACTIVITY, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE.**

THE UNDERSIGNED agree to take full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the ACTIVITY. By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any RELEASED PARTY and agree that he/she is **releasing any right to make a claim or file a lawsuit** against any RELEASED PARTY.

THE UNDERSIGNED agree that PARTICIPANT will utilize only designated roads, trails and/or paths, and will wear a helmet at all times. THE UNDERSIGNED understand and agree that a helmet **IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable impacts to the head, and that snowmobiling and other related activities can expose the user to forces that exceed the limits of protection provided by this helmet. THE

UNDERSIGNED also understand that the helmet does not guard against injury to the neck, spine or any other part of my body, and that these limitations are INHERENT RISKS of any activity in which a helmet may be used.

THE UNDERSIGNED are responsible for determining PARTICIPANT's medical, physical or other qualifications, limitations, or suitability for participating in the ACTIVITY. THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. If PARTICIPANT is pregnant or thinks she may be pregnant, then PARTICIPANT agrees not to engage in the ACTIVITY at Tamarack Resort. Further, if PARTICIPANT is aware of any medical condition that may cause PARTICIPANT to be at risk while snowmobiling at high altitude, PARTICIPANT agrees not to participate in the ACTIVITY. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon PARTICIPANT's transport to any such medical facility or hospital that the RELEASED PARTY shall have no further responsibility for PARTICIPANT.

THE UNDERSIGNED agree that PARTICIPANT will not use the rented snowmobile until PARTICIPANT receives instruction on its use and fully understand its use and function. If PARTICIPANT feels the equipment is not functioning properly, THE UNDERSIGNED agree the PARTICIPANT will stop using it and have it inspected or repaired by a technician.

THE UNDERSIGNED agree that **ANY AND ALL CLAIMS** for injury, death and/or property damage arising from PARTICIPANT's participation in the ACTIVITY shall be **GOVERNED BY IDAHO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT** residing where the alleged incident occurred or in the **FEDERAL COURT FOR THE STATE OF IDAHO**.

THE UNDERSIGNED agree and understand that this release is applicable to each and every day PARTICIPANT participates in renting a snowmobile from Tamarack Resort.

In the case of a minor PARTICIPANT, the undersigned parent or legal guardian acknowledges that he/she is not only signing this release on his/her behalf, but that he/she is also signing this release on behalf of the minor and that the minor shall be bound by all the terms of this release. Additionally, **by signing this release as the parent or legal guardian of a minor PARTICIPANT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have.**

By signing this agreement without a parent or guardian's signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, if signing as the parent or guardian of a minor PARTICIPANT, you represent that you are the **legal** parent or guardian of the minor PARTICIPANT.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon THE UNDERSIGNED's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

_____ Printed Name of PARTICIPANT	_____ Signature of PARTICIPANT	_____ Date
_____ Printed Name of Parent/Legal Guardian #1	_____ Signature of Parent/Legal Guardian #1	_____ Date
_____ Printed Name of Parent/Legal Guardian #2	_____ Signature of Parent/Legal Guardian #2	_____ Date

Address

Telephone

Emergency Contact:

NAME/RELATION

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TELEPHONE