

**SNOWMOBILE RENTAL, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT****PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.**

**1. Definitions.** The person who is snowmobiling 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. "Released Parties" mean Darou Ventures LLC, Grand Adventures, Trailblazers and its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, owners, members, and shareholders. The "Activity" means renting and/or using a snowmobile, and otherwise taking part in snowmobiling.

**2. Risks of Activity.** The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to, equipment malfunctions and defects; collisions; speed; terrain; man-made and natural obstacles and/or obstructions; dangerous flora and fauna; falling objects; encounters with other snowmobiles and/or other motor vehicles; improper use of or lack of equipment; becoming lost or separated; lack of shelter; storms, lightning, hail, snow and other adverse weather; avalanches; lack of training; and negligence of others including employees of the Released Parties and other participants. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

**3. Release, Indemnification, and Assumption of Risk.** In consideration of the Participant being permitted to participate in the Activity, the Undersigned agree as follows:

(a) Release. THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature, including, but not limited to, the "Risks of Activity" described above, whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation in the Activity, including, but not limited to, claims of negligence, negligence *per se*, misrepresentation, premises liability, tort claims, statutory claims and violations, breach of warranty, and/or breach of contract.

(b) Indemnification. The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever, including, but not limited to, property loss, medical bills, loss of income, impairment, and disfigurement, and from any suits, claims or demands, including legal fees, attorneys' fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity. Such obligation on the part of the Undersigned shall survive beyond the period of the Participant's participation in the Activity.

(c) Assumption of Risk. The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity, participation in which is voluntary. Undersigned certifies that he/she and any minor participant is fit to participate in the Activity and is not under the influence of any alcohol or recreational drugs, or under the influence of any medication which would render him/her unable to participate in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

**4. Snowmobile Use and Damage.** The Snowmobile is rented as is and with no warranties, express or implied. The Undersigned accept full responsibility for the care of the rental snowmobile during the rental period. Undersigned agree to pay for any damage that occurs to the rental snowmobile regardless of the circumstances under which such damage may occur. Undersigned agree to pay for any lost rental income for the period of time the snowmobile is out of service due to damage for which Undersigned is responsible. Undersigned agree to pay for any costs incurred in retrieval of rented snowmobiles which are left on trail for non-mechanical reasons. Undersigned agree to pay all costs, including reasonable attorney's fees, incurred by Released Parties to collect any sums due or to enforce any terms of this agreement. Undersigned agree to pay interest of 18% per annum on all sums owed

