

GRAND ADVENTURES' 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." "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 Grand Adventures Colorado LLC, Darou Ventures LLC, and their respective successors in interest, affiliated organizations and companies, parent and sister companies, insurance carriers, agents, contractors and subcontractors, employees, representatives, assignees, officers, directors, owners, members, and shareholders. The "Activity" means taking part in snowmobiling and all other activities related to or ancillary to these activities. "Equipment" means the snowmobile and all other equipment, boots, helmet, clothing, etc. ancillary to snowmobiling activities.

2. Risks of Activity. Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH TO THE PARTICIPANT AND OTHERS. 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: extreme physical demands and exertion, exhaustion, lack of or difficulty in instruction, lack of or difficulty in communication, lack of medical attention or equipment, defective or malfunctioning equipment, misuse of equipment, improper operation of snowmobile (e.g., acceleration, throttling and braking errors), choice of course, changing conditions, changing weather conditions, collisions, speed, snowmobile rollover, snowmobile ejection, terrain, man-made and natural obstacles and/or obstructions and/or dangers (e.g. cornices), falling objects, encounters with other snowmobiles and/or other motor vehicles, becoming lost or separated, lack of shelter, storms, lightning, hail, snow and other adverse weather, Participant's poor health or physical condition, known or latent health conditions, including cardiac conditions, mental distress or panic from exposure to any one of the above, misunderstanding or underestimation of risks and abilities, lack of training, accidents at Released Parties' premises and facilities, accidents during transportation to and from Activities, infections or exposure to viruses or bacteria, other illnesses, and negligence or poor choices of others, including negligence of guides and employees of Released Parties and other participants. UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS ABOVE IS NOT COMPLETE AND PARTICIPATING IN THE ACTIVITY INCLUDES OTHER RISKS.

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

(a) Release. 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 Undersigned, or any of them, have or which could be asserted on behalf of 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; product liability; other tort claims; Wrongful Death; statutory claims and violations; breach of warranty; breach of local, state, and federal laws; and/or breach of contract.

(b) Indemnification. 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 Undersigned's claims and third party claims), 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 Undersigned shall survive beyond the period of the Participant's participation in the Activity.

(c) Assumption of Risk. 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, Undersigned recognize that property loss, injury and death are all possible while participating in the Activity, which participation is voluntary. RECOGNIZING THE RISKS AND DANGERS, 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. 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 provision of the agreement. Undersigned agree to pay interest of 18% per annum on all sums owed to Released parties. Undersigned agree that Released Parties are authorized and may charge Undersigned's credit card for sums owed.

5. Minor Acknowledgment. In the case of a minor Participant (under 18 years), Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound

