

SNOW TUBING AND SNOW MOBILE RELEASE OF LIABILITY

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

1. The undersigned, being at least 18 years old, (and/or being the parent or guardian of a minor less than 18 years old and accompanying such minor) has read and signed the following release, and shall hereafter be referred to collectively as "I".

2. I warrant and represent that I am in good health and that there are no special problems associated with my health that are not specifically listed on this release that will prevent or impede my safe participation in these activities.

3. I agree and understand that snow tubing and riding the snowmobile can be hazardous (hereinafter referred to as activities). Further I recognize that there are risks, including but not limited to, changing weather conditions, collisions with fixed or moving objects, collisions with other persons participating in this activity, falling, failing, to control my speed, other failing to control their speed, keeping proper and ordinary result of these activities. I hereby agree to freely and expressly assume and accept any and all risks of injury and/or death while participating in these activities. Nonetheless, I voluntarily elect to participate in these activities. _____ (initial)

4. I hereby assume all risks which may be associated with and/or result from my involvement in these activities and hold harmless, release, indemnify and defend Brooks Lake Lodge its subsidiaries and affiliates, their respective officers, directors, agents, servants and employees, of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me while participating in this activity, including, but not limited to, those injuries and damages caused by the negligence and/or breach of warranty, expressed or implied, on the part of Brooks Lake Lodge. _____ (initial)

5. By execution of this release Brooks Lake Lodge shall be indemnified for any injury to any other person(s) or property which I may cause as a result of engaging in these activities.

6. I authorize Brooks Lake Lodge and/or its authorized personnel to call for medical care for me or to have me transported to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for me. I agree that upon my transport to any such medical facility or hospital that Brooks Lake Lodge shall not have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation for me and shall indemnify and hold harmless Brooks Lake Lodge of any and all costs incurred therein.

7. I contractually agree that any and all disputes between myself and Brooks Lake Lodge arising from my participation in these activities including claims for personal injury and/or death, will be governed by the laws of the State Of Wyoming and exclusive jurisdiction thereof will be in the state court residing the county where the alleged tort occurred of the Federal Courts in the State of Wyoming.

8. In the event any section of this release is found to be unenforceable, the remaining terms shall be fully enforceable.

9. This release shall be binding to the fullest extent permitted by law.

10. This release shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors, personal representatives, and administrators and may be pled by Brooks Lake Lodge as a complete bar and defense against my claim, demand, action or causes of action by and or on the behalf of the participant.

I/WE HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS' CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Executed this _____ day of _____, 20_____

Printed name of participant

Printed name of parent or guardian

Signature of participant

Signature of parent or guardian

Although Brooks Lake Lodge has taken reasonable steps to provide me and my family with appropriate equipment and guides, I fully understand that snowmobiling is an inherently dangerous and risky activity and I have been fully informed of the inherent risks and dangers of snowmobiling. I understand and acknowledge the SOME, although not all of the inherent risks, hazards and dangers of snowmobiling include:

(Please initial below)

- ____ **Severe personal injury and death to myself and others**
- ____ **Collisions with other snowmobiles, people, vehicles, trees, animals, other objects both above the snow and below the snow**
- ____ **damage and loss of my personal property, snowmobiles and property of others**
- ____ **Equipment and snowmobile malfunctions causing severe personal injury and death to myself and or others**
- ____ **The overturning and /or loss of control of snowmobiles, causing severe personal injury and death to myself and others**
- ____ **Natural phenomena, including avalanches, severe weather, poor visibility, depressions, water bodies, ice, deep snow, rock, drifts, trees, etc., which could cause severe personal injury and death to myself and others**

____(Please initial)*I understand and acknowledge that all of the inherent risks and dangers of snowmobiling cannot be fully foreseen and therefore, that all the above-noted risks and hazards are just examples and are not interpreted by me to be an exhaustive list of all possible hazards, risks, or dangers associated with snowmobiling. I agree to assume and accept full responsibility for the risks identified herein and those risks not specifically identified herein. I further agree my and/or family's participation in this inherently dangerous activity is purely voluntary and I and/or my family elects to participate in this activity with full knowledge of the inherent risks associated with snowmobiling.

____(Please initial)*I understand that I am responsible for any recovery fees that are incurred by me or any third party.

____(Please initial)*I understand that the inherent risks, hazards and dangers of snowmobiling cannot be reduced or eliminated by Brooks Lake Lodge.

____(Please initial)*I understand that snowmobiling may require a degree of skill and knowledge different from other activities I have participated in.

____(please initial)*Therefore, I assume full responsibility for personal injury and death to myself, to my family members, and to others to whom I or my family members cause personal injury or death . I further assume full responsibility for loss or damage to my personal property, personal property of others, and all expenses resulting thereof that were caused by me or members of my family. I certify that I and my family, including minor children, are full capable of participating in snowmobiling.

I acknowledge that the staff of Brooks Lake Lodge has been available to more fully explain to me the nature of and physical demands of snowmobiling and the inherent risks, hazards, and dangers associated with this activity. Brooks Lake Lodge replaces damaged parts of snowmobiles. Therefore, I acknowledge I am liable and responsible for any and all costs to replace all parts that are damaged during the term of this agreement (excluding those listed in existing damage).

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, personal representative and estate of all members of my family, including minor children.

The undersigned Lessee(s): certifies to be thirteen (13) years of age or older, and will not allow anyone under the age of thirteen (13) to operate the rental snowmobile. I agree to wear a helmet and will require any passenger to wear a helmet. I agree that I will NOT jump my rental snowmobile or ride my rental snowmobile at night.

I will inform my guide (or rental attendant) of any suspected malfunctions of the snowmobile as soon as I notice it; such as poor brakes, throttle problems, excessive vibration, power loss, etc.

_____ I have read and understand all of the above and agree to the terms thereof.

Signature _____ Printed _____ Date: _____

Signature of Double Rider _____ Printed _____ Date: _____

Under 18, signature of parent or guardian _____ Printed _____ Date: _____

Sled Type _____	Sled # _____	Hood _____	Lights _____	F/R _____
Checked Out By: _____	Vent Screens _____	R / L _____	C _____	Track _____
Guest Initials: _____	Date: _____	Side Panel _____	R / L _____	Tunnel _____
A-Arm Lower _____	R/L _____	Shock _____	Rear _____	R/L _____
A-Arm Upper _____	R/L _____	Bulk Hear _____	Handle Bar _____	Slide Rails _____
Spindle _____	R/L _____	Nose Cone _____	Hand Controls _____	Bogev _____
Tie Rod _____	R/L _____	Skid Plate _____	Steering Post _____	Pipe _____
Fender _____	R/L _____	Ski _____	R/L _____	Bumper _____
Windshield _____	Carbide _____	R/L _____	F / R _____	Mud Flap _____

Other _____

Additional Dammages: _____

Checked In By: _____ Date: _____

Guest Signature: _____ Date: _____