

Twin Pine Rentals Inc. Snowmobile Release Agreement

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK 2011 UPDATED 12/14/10

In consideration of the services of Twin Pine Rentals Inc, their agents including New England Outdoor Center, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TPRI" or "NEOC". I hereby agree to release and discharge TPRI, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. Operating a snowmobile and participation in a snowmobile guided tour both entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: riding on uneven snow covered terrain, changing snow conditions and variations in elevations; loss of control of the snowmobile; falls from snowmobile; being runover by a snowmobile; collision with other snowmobiles, participants, trees, rocks, and other man made or natural obstacles; exposure to the elements, extreme temperatures, inclement weather, hypothermia and frostbite; encounters with animals and wildlife; getting lost; accidental immersion in cold water; mechanical and/or equipment problems; and unavailability of immediate attention and rescue in case of accident, illness, or injury.

Furthermore, TPR employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, covenant not to sue and agree to indemnify and hold harmless TPRI, NEOC, Katahdin Timberlands LLC, South Twin Inc. DBA 5 Lakes Lodge from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of TPRI's equipment or facilities, **including any such claims which allege negligent acts or omissions of TPRI or NEOC.**

4. Should TPRI or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the cost of – all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against TPRI, I agree to do so solely in the state of Maine, and I further agree that the substantive law of Maine shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TPRI on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. _____ **initial here**

I have read and understood it, and I agree to be bound by its terms. _____ **initial here**

Signature of Participant _____ **Print Name** _____

Complete Address _____

Phone _____ Email _____ Date _____

Name and number of who to contact in case of emergency _____

Parents or Guardian's Additional Indemnification

(Must be completed for participants under the age of 18)

In consideration of _____ (print minors name) ("Minor") being permitted by TPRI to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TPRI from any and all claims which are brought by, or on behalf of minor, and are in any way connected with such use or participation by minor.

Parent or Guardian: _____ Print Name: _____ Date: _____

Twin Pine Rentals Inc. (TPRI) Rental Agreement Form

Name: _____ Date _____

Address _____ City _____

State _____ Zip Code _____ Cell Phone _____

Telephone Number _____ Local Phone _____

E-mail Address _____

Driver License Number _____ State _____

Weight _____ Age _____ Height _____ Date of Birth _____

SKILL LEVEL (Circle): Beginner Intermediate Advanced Expert

I have watched the safety video provided by the New England Outdoor Center either on-line or at Twin Pines _____ (Initial)

1. Helmets **MUST BE WORN** at all times.
2. **NO** alcoholic beverages or drugs which may impair your ability to operate the snowmobile are to be consumed prior to or during your rental _____ **(initial)**
3. **I agree** to accept, for use as is, the equipment listed on this form and accept full responsibility for the care of the equipment while in my possession.
4. **I agree** to pay the full retail value of any equipment rented under this form, that I do not return _____ **(initial)**
5. **I understand** that I am responsible subject to the terms and conditions of this agreement for the first \$1000.00 of collision damage to the snowmobile. **THIS LIMITATIONS ON COLLISION DAMAGE APPLIES ONLY TO PHYSICAL DAMAGE TO THE SNOWMOBILE AND IS VOID IF CUSTOMER VIOLATES THE TERMS OF THIS AGREEMENT OR HAS HAD AN ACCIDENT ON A FROZEN BODY OF WATER. COLLISION DAMAGE DOES NOT COVER THEFT OR LIABILITY.** _____ **(initial)**
6. **I agree** to return all rental equipment by the agreed date in a clean condition to avoid any additional charges. I agree to pay the extra rental fees for any equipment returned late. If you are trailering a sled it must be returned clean or we will charge you for cleaning.
7. **I agree** to comply to the safety regulations attached and rules and regulations in the State of Maine for snowmobile use.

I have read the agreement page titled: Release Agreement and/or Participant Agreement, Release, and Acknowledgement of risk, which releases TRPI from liability, I voluntarily agree to the terms of the release agreement.

Signature _____ Date _____

Safety Measures: 2011

- 1 Use extreme caution when traveling on plowed roads that are used by both snowmobiles and vehicles.
- 2 Throttle mechanism should be checked for free movement before starting engine
- 3 The snowmobile engine can be stopped by activating the emergency cut-off button (kill switch) pulling the tether cord or turning the key off.
- 4 Engine should be running only when belt guard is secured in place.
- 5 Never run the engine when the track is raised off the ground or with the hood opened or removed.
- 6 Your snowmobile is not designed to be operated on public streets, roads or highways. In Maine it is considered illegal. If a marked trail crosses a road that is allowed. Please stop and look both ways and use caution when crossing.
- 7 Engine is tuned to manufacturers specifications and should not need to be adjusted by the rider. Do not lubricate throttle, brake cables and housings.
- 8 Some snowmobiles are designed for the driver only (one-ups) and no provisions have been made for a passenger. Two ups are designed for two riders and no more.
- 9 Make yourself familiar with trail signs and hand signals and obey these signs signals on the trails.
- 10 AVOID travel on frozen bodies of water. Open water, rocks and pressure ridges are just a few of the additional dangers of traveling on frozen bodies of water. Please, we recommend you stay off the ice.
- 11 Signaling: If you intend to stop, raise either hand straight in the air above your head. A left hand turn is indicated by extending your left arm straight out in the proper direction. For right hand turns, extend arm and raise the hand to a vertical position so it forms a right angle at the elbow. Every snowmobiler should relay any signals to the ones behind.

Please read and sign below that you fully understand these safety measures.

(We will now go through a verbal safety talk and demonstration of how to safely ride and use a snowmobile.)

Signature _____

Date _____