



# Highmark Rentals

## Snowmobile Damage Waiver

### PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of High Mark Rentals, their agents, owners, officers, volunteers, participants, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HMR"). I hereby agree to release, indemnify, and discharge HMR, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that my participation in snowmobiling activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, property or 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 the snowmobile, collision with other snowmobiles, participants, trees, rocks and other manmade or natural obstacles; pinches, bruises, abrasions, strains, cuts and lacerations; exhaustion; steepness of slopes, snow depth, instability of snow pack or varying and difficult weather; exposure to temperature and weather extremes which could result in hypothermia, sunburn, or dehydration; encounters with animals and wildlife; burns; equipment failure and mechanical and/or equipment problems; accidents or illness can occur in remote places without medical facilities; improper lifting or carrying; my own physical condition and the physical exertion associated with this activity. Furthermore, HMR 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.

## **Damage Waiver (continued)**

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.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HMR 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 HMR's equipment or facilities, including such claims which allege negligent acts or omissions of HMR.

Should HMR 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.

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 am willing to assume the risk of any medical or physical condition I may have.

In the event that I file a lawsuit against HMR, I agree to do so solely in the state of Montana, and I further agree that the substantive laws of that state 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.

## **Snowmobile Damage Waiver**

23-2-654. Snowmobiler's assumption of responsibility – duties.

(1) A snowmobiler shall operate a snowmobile at all times in a manner that avoids injury to self and others and must be aware of the inherent risks in the sport of snowmobiling.

(2) A snowmobiler shall:

- a) know the range of the snowmobiler's ability and snowmobile safely within the limits of that ability and the snowmobiler's equipment so as to negotiate any section of terrain or snowmobile trail safely and without injury or damage. A snowmobiler must be aware that the snowmobiler's ability may vary because of terrain or trail changes caused by weather, grooming changes, or snowmobile use.
- b) maintain control of speed and course at all times while snowmobiling so as to prevent injury to self and others;
- c) heed all posted warnings; and
- d) refrain from acting in a manner that may cause or contribute to the injury of anyone.

(3) A snowmobiler shall accept all legal responsibility for injury or damage of any kind to the extent that the injury or damage results from risks inherent in the sport of snowmobiling. Risks inherent in the sport of snowmobiling are:

### **Snowmobile Damage Waiver (continued)**

- a) variations in terrain, including surface or subsurface snow or ice conditions naturally occurring or resulting from weather changes, snowmobile use, or grooming or snowmaking operations;
- b) bare spots or thin snow cover caused by limited snowfall, melting, wind erosion, snowmobile action, grooming, or unconsolidated base;
- c) rocks, trees, or other forms of forest growth or debris;
- d) clearly visible or plainly marked improvements or trail maintenance equipment; and
- e) avalanches.

(4) The provisions of this section do not affect a products liability cause of action based upon the design or manufacture of snowmobile equipment or products or safety equipment used incidental to the operation of a snowmobile.

I understand that I am being offered a damage waiver on the rented snowmobile only. The limits of this waiver cover only damage to High Mark Rentals snowmobiles. It does not cover any damage that may occur to any other vehicle, snowmobile, person or property including myself. The deductible of this waiver is \$1500/\$2500 per incident, per day on rental equipment only. I also understand if there is damage caused to the snowmobile while it is rented by me, I am not entitled to any of the damaged parts as they are property of High Mark Rentals.

The waiver is \$25.00 per day with a \$1500.00 deductible (stock snowmobiles)

The waiver is \$25.00 per day with a \$2500.00 deductible (arctic cat Alpha One, stage 2 and turbo snowmobiles)