

## Participant Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity

In consideration of the services of DJ's Snowmobile Adventures, Inc. its agents, owners, officers, volunteers, parent or subsidiary corporations, participants, employees, subcontractors, sales agents, sponsors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "DJ's"), I hereby agree to release and discharge DJ'S on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

**1. Inherent Risks** I acknowledge that **snowmobile riding** or touring entails known and unanticipated risks that could result in physical or emotional injury, 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. I understand that riders or participants not using helmets have an increased risk of not surviving an accident or collision. **I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in DJ'S activities.**

The risks include, among other things: I acknowledge that snowmobile operation, travel, touring or riding and all other activities, hazards and exposures associated with DJ'S snowmobile rides involves inherent risks which specifically include, but are not limited to the following. Snowmobile operation or riding may involve the improper operation or use of the vehicle by the participant. This improper operation or use may include, but is not limited to: the failure to observe and obey all safety rules or instructions given to the participant by DJ'S, the participant failing to understand the safety directions due to language issues, the participant failing to be alert to oncoming traffic, excessive power surges due to improper throttle usage, excessive speed, a participant or rider exceeding or over judging his or her abilities (over confidence), a participant or rider placing his or her feet on the ground while the is in motion, participants riding side by side on one lane trails, participants failing to keep proper distance between vehicles ("tailgating") and/or the participant failing to seek assistance or guidance when uncomfortable or unsure of him or herself or of the situation. Snowmobile riding or touring is usually accompanied by beautiful mountain scenery. Those same mountains pose a risk of avalanches. Avalanches may be caused by natural or artificial forces including, but not limited to, steepness of slopes, snow depth, instability, changing weather conditions, or the weight of myself or other riders on the snowpack. DJ'S or its staff may misjudge whether the terrain is safe for riding or touring or where or when an avalanche may occur. The natural beauty of the mountainous areas used for snowmobile riding or touring sometimes hides dangerous obstacles. Those obstacles may be hidden by snow and include, but are not limited to, crevasses, ice and snow cornices, tree wells, tree stumps, creeks, open water, rocks and boulders, forest deadfall, holes and depressions below the snow surface, and varying and difficult snow conditions. Riders may become lost or separated from their guides or riding/touring companions in forested areas, wild and rugged terrain, or bad weather. Riders are exposed to risks associated with use of the equipment and risks from riding or touring with other participants. Remote areas and wilderness sites are unpredictable environments with changing and often dramatic weather conditions. Delays or inconvenience because of inclement weather, including but not limited to low visibility, high winds, heavy rain or snow, extreme temperature variations, etc., can occur. Exposure to the natural elements can be uncomfortable and/or harmful. I am aware that this exposure could cause, among other things, fatigue, exhaustion, chill, hypothermia, sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Communication in remote environments is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

I acknowledge that, in the remote locations used by DJ'S, participants may experience extreme **environmental** and/or weather conditions. Exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, frostbite, etc. some or all of which may diminish my or the other participants ability to react or respond. Common (sometimes life threatening) injuries for these types of activities include, but are not limited to the following; strains, sprains, fractures, and/or wounds and trauma to the head or body. Delays or inconvenience because of inclement weather, including but not limited to low visibility, high winds, heavy rain or snow, storms, extreme temperature variations, etc., can occur.

I acknowledge that my time participating in DJ'S events/activities may require me to use **technical equipment** (IE –snowmobile) that I might not be familiar with and that I or other participants may find difficult to use and which I or other participants may use incorrectly. This improper use or operation may include, but is not limited to: the failure to observe and obey all safety rules or instructions given to the participant by DJ'S guides/staff. I acknowledge that, despite reasonable care and maintenance, essential equipment may fail, malfunction or cause injury or worse harm to myself or others. I acknowledge my responsibility to inform DJ'S of any specific food related allergies. I acknowledge the responsibility to carry **my own necessary medications** and my own responsibility to be able to administer these medications.

**DJ'S Guides have difficult jobs to perform.** They seek safety, but they are **not** infallible. They might not be aware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction. I specifically acknowledge that decisions made by guides/staff and participants are often made in wilderness/remote/dangerous settings and are made based on often imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that cannot and should not be associated with fault at a later point in time.

**2. Express Assumption of Risk** I expressly agree and promise to accept and assume all 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 expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will.

**3. Release and Waiver of Rights Including for Claims of NEGLIGENCE** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless DJ'S 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 DJ'S's equipment or facilities, including any such Claims which allege negligent acts or omissions of DJ'S.

**4. Indemnity** Should DJ'S or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement or defend against lawsuits or claims brought by me, I agree to indemnify and hold them harmless (in other words, I agree to pay for...) for **all** such fees and costs.

**5. Personal Skill & Insurance** I certify that I have sufficient skill and fitness to participate in the activities offered by DJ'S I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, 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. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.

**6. Medical Issues** I agree that, in the event DJ'S deems it necessary to administer emergency first aid, CPR, or to remove me from its activities or premises or from the field, or to seek emergency medical care for me that, by signing this document, I am giving DJ'S permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the field. By signing this document I am waiving any right to object to or bring any type of action or claim against DJ'S for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information DJ's may have about me to any health related person who becomes involved in my care or removal from DJ'S activities or the field.

**7. Photographic Assignment** I understand that the DJ'S reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities conducted within its premises and I hereby agree that DJ'S may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by the DJ'S I agree and acknowledge that DJ'S cannot control media or photographic images of me that may be generated or disseminated by other participants.

**8. Release as Contract and Personal Capacity** I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract with DJ'S.

**9. Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against DJ'S, I agree to do so solely in Mono County, California and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of that state. I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I agree to submit to the jurisdiction of the California courts. I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it was the original. I understand that this document constitutes the entire Agreement/Contract between myself and DJ'S and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

**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 DJ'S on the basis of any claim from which I have released them herein. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.**

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (ALL 2 PAGES).  
I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

**Minor #1 Participant** - Name: \_\_\_\_\_ Phone \_\_\_\_\_ Age \_\_\_\_\_  
Address (if other than parent's driver's license) \_\_\_\_\_  
**Minor #2 Participant** - Name: \_\_\_\_\_ Phone \_\_\_\_\_ Age \_\_\_\_\_  
Address (if other than parent's driver's license) \_\_\_\_\_  
**Minor #3 Participant** - Name: \_\_\_\_\_ Phone \_\_\_\_\_ Age \_\_\_\_\_  
Address (if other than parent's driver's license) \_\_\_\_\_  
**Minor #4 Participant** - Name: \_\_\_\_\_ Phone \_\_\_\_\_ Age \_\_\_\_\_  
Address (if other than parent's driver's license) \_\_\_\_\_

**Parents or Guardians Additional Indemnification and Signature**  
(Must be completed for participant(s) under 18 years of age.)

In consideration of "Minor(s)" being permitted by DJ'S to participate in its programs or activities, I/we further agree to indemnify (in other words, I agree to pay for...) and hold harmless DJ'S from any and all claims which are brought by, or on behalf of Minor(s), and which are in any way connected with such use or participation by Minor(s). I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor(s) listed above. I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that DJ'S relies to its detriment on this representation. I/we have discussed the risks with the minor(s) who understands these risks.

**Parent/Guardian Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Parent/Guardian Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**A COPY OF THE DRIVER'S LICENSE OF PARENT/GUARDIAN WITH CURRENT ADDRESS MUST ACCOMPANY THIS WAIVER.**  
Address if different than driver's license. \_\_\_\_\_