

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of DJ's Snowmobile Adventures Inc, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "DJSA"), I hereby agree to release, indemnify, and discharge DJSA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- 1. I acknowledge that my participation in Snowmobile activities entails known and unanticipated risks that 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 the snowmobile; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; collision with other snowmobiles, participants, trees, rocks, and other manmade or natural obstacles; snowmobiles are slippery when wet and accident can occur while getting on and off; pinches, bruises, abrasions, strains, burns, cuts and lacerations; exhaustion; major injuries are a risk as are musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; the negligence of participants, or other persons who may be present; steepness of slopes, snow depth, instability of snow pack or varying and difficult weather; exposure to temperature and weather extremes which could cause hypothermia, frostbite, frostnip, hypoxia, sunburn, or dehydration; encounters with animals and wildlife; altitude sickness, high altitude pulmonary edema; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; further, passengers can be thrown off the vehicle which can result in any of the above events occurring; being lost or separated from their guides or companions; equipment failure and mechanical and/or equipment problems; accidents or illness can occur in remote places without medical facilities; transmissible pathogen or disease; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity.

Furthermore, DJSA personnel 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. Additionally, I agree to wear a properly fitted and secured DOT or SNELL certified helmet while participating in this activity.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless DJSA 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 DJSA's equipment or facilities, **including any such claims which allege negligent acts or omissions of DJSA.**
- 4. Should DJSA 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 am willing to assume the risk of any medical or physical condition I may have.
- 6. In the event that I file a lawsuit against DJSA, I agree to do so solely in the state of California and I further agree that the substantive law 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.
- 7. The undersigned waives the protection afforded by any statute or law in jurisdiction whose purpose, substance, cause and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release. This means, in part, that the undersigned is releasing unknown future claims and specifically waives the provisions of California Civil Code Section 1542 which provides: A general release does not extend to claims that the creditor or releasing party does not know or suspect exist in his or her favor at the time of the executing the release and that, if know by him or her, would have materially affected his or her settlement with the debtor or released party.

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 DJSA on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at DJSA. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone Number _____
Address _____ City _____
State _____ Zip _____ Email _____
Signature of Participant _____ Date _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of the following minor(s): (print name(s) and DOB(s)) _____
_____ being permitted by DJSA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless DJSA 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).

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

PROTECTIVE RIDING HEADGEAR REFUSAL AGREEMENT

I, the undersigned, have been fully warned and advised by DJ's Snowmobile Adventures Inc (hereinafter collectively referred to as "DJSA"), that I should wear a properly fitted and secured DOT and/or or SNELL certified helmet while riding or being around Snowmobiles (whether on the premises or off of the DJSA's premises) in order to potentially reduce the severity of an injury and/or to possibly prevent my death from occurring as the result of a fall or any other occurrence associated with this activity. I understand that by not wearing a helmet, I will be going against manufacturers' requirements and putting myself at an increased risk for injuries, and against the advice of DJSA and numerous court cases I am refusing this critical safety precaution. I also understand that minors are not allowed to refuse protective headgear and I cannot sign on their behalf to waive the requirement.

I, the undersigned, have read the foregoing statement carefully before signing and do understand its warning.

Name of Rider

Date

Signature of Rider

Date