



XCAPE  
SNOWMOBILE  
RENTALS

LOW ENTERPRISES LLC - 2740 Marina Baudette, MN, 56623, 218-434-0087

## **PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of LOW Enterprises LLC, their agents, owners, officers, volunteers and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LE"), I hereby agree to release, indemnify, and discharge LE, 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 Guided Snowmobile Tours and Snowmobile rental 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: tipping or rolling the unit over, slips and falls. Passengers can be jolted, jarred, bounced around, thrown from the unit, and otherwise shaken during rides; travel in rugged terrain; collision with fixed or movable objects; cuts, bruises, burns, abrasions, and concussions; strains, sprains, muscle soreness and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; loss of fingers or other appendages; exposure to temperature and weather extremes which could cause hyperthermia (heat related illnesses), heat exhaustion, sunburn, and dehydration; exposure to potentially dangerous wild animals, exposure to altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; hidden obstacles by snow including crevasses, ice and snow cornices, tree wells, tree stumps, creeks, rocks and boulders, below the snow surface; loss or damage to equipment being used; equipment failure and/or operator error; the negligence of participants, or other persons who may be present; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; transmissible pathogen or disease; traveling to and from activity locations raises the possibility of any manner of transportation accidents; my own physical condition, and the physical exertion associated with this activity.

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 LE 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 LE's equipment or facilities, including any such claims which allege negligent acts or omissions of LE.
4. Should LE 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 LE, I agree to do so solely in the state of Minnesota 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.

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 LE 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 LE.

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.

## **SNOWMOBILE RENTAL TERMS AND CONDITIONS**

I fully understand the risks involved in the operation of a personal snowmobile.

I have advised the Company of all the individuals intending to operate the snowmobile with me as part of this rental agreement.

I agree that no person shall operate the snowmobile unless he or she has been approved by the Company and they were present for the safety briefing and orientation. If more than one person signs this Agreement as renter, their liability shall be joint and several.

I agree to the use of the snowmobile only in the area or area(s) designated by the Company, and that if the snowmobile travels beyond the designated area, (public roads, ditches or private property) whether by my operation or otherwise, during the rental period, then the Company shall have the right to retain the damage deposit.

I agree to return the snowmobile, accessories, and all safety equipment in the same condition as at the start of the rental, normal wear and tear excepted.

I have provided the Company with a damage deposit in the amount of Seven Hundred & Fifty (\$750.00) USD as a condition of the snowmobile , accessories, and safety equipment rental. The Company has the right to pay from the this damage deposit all late fees, fuel charges and damages it determines are payable to it under this Agreement.

**I understand that I am solely and financially responsible for any damages to the snowmobile, and even full replacement of the unit. I understand that I may be charged for days the unit is out of service, or loss of rental days existing on the calendar. I will promptly pay any such amount payable in excess of the amount of the damage deposit.**

I have provided my credit card under this Agreement and I acknowledge and agree that the Company has the authority to charge the credit card for any amounts that are owing under this Agreement.

Damage Deposit will be retained until the returning snowmobile is inspected by an employee at the conclusion of the rental and the equipment and accessories have been checked in and inspected by the Company.

I agree not to use the snowmobile for unlawful purposes.

I agree not to use the snowmobile negligently, or at unsafe speeds.

I agree to refrain from alcohol or drugs before or during the rental.

I understand that wearing a helmet is a required part of operating and/or

riding the snowmobiles, and if I do not have my own, I will be required to rent one.

I am 19 and over, with a valid driver's licence.

I agree to follow the rules outlined on the Companies website, in this agreement and communicated to me during the safety briefing and orientation.

I acknowledge that all safety issues and regulations required in the operation of the snowmobile have been addressed and explained to me and I have had all of my questions answered.