

BEAR VALLEY SNOWMOBILE
PO BOX 5028 Bear Valley, CA 95223 (209) 753-2323

**ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY,
INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE**

In consideration of allowing me to rent a snowmobile from Alpine Snowmobile Center, LLC, I hereby freely agree to and make the following contractual representations and agreements:

I ACKNOWLEDGE THAT BY SIGNING THIS RELEASE, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY, ALPINE SNOWMOBILE CENTER, LLC D/B/A BEAR VALLEY SNOWMOBILE, THE COUNTY OF ALPINE, THE UNITED STATES OF AMERICA, AND THEIR RESPECTIVE AGENTS, INSURERS, EMPLOYEES, VOLUNTEERS, MEMBERS, MANAGERS, AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. I UNDERSTAND THAT THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO MY RENTAL AND USE OF A SNOWMOBILE FROM ALPINE SNOWMOBILE CENTER, LLC. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING IT.

I ACKNOWLEDGE THAT SNOWMOBILING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF RIDING A SNOWMOBILE WHETHER AS A DRIVER, PASSENGER, OR OTHERWISE, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation: dangers associated with man-made and natural jumps; the dangers of collision with pedestrians, skiers, snowmobiles, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including trees, rocks, and ice; natural hazards; equipment failure; inadequate safety equipment; use of equipment or materials provided by the Releasees and others; the danger from animals; **THE RELEASEES' OWN NEGLIGENCE;** weather conditions; and the possibility of serious physical and/or mental trauma or injury or death, for myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors"). **I ALSO ACKNOWLEDGE THAT DUE TO THE REMOTE LOCATIONS OF SNOWMOBILING AREAS, EXTENDED RESPONSE TIME FOR EMERGENCY MEDICAL SERVICES SHOULD BE EXPECTED.** I also acknowledge that cellular services may not be available on all trails on which I ride a snowmobile.

I HEREBY HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE THE RELEASEES, AND ALSO HEREBY WAIVE, RELEASE, AND DISCHARGE, ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connections with, or arising out of, my rental of snowmobile from Alpine Snowmobile Center, LLC. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with rental of a snowmobile from Alpine Snowmobile Center, LLC. I will wear a helmet that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet and any modifications or attachments made thereto. I have no physical or medical condition that would endanger others or myself if I operate a snowmobile, or would interfere with my ability to safely operate a snowmobile. I agree that only the persons with valid driver's licenses as indicated below will be permitted to operate the snowmobile I rented from Alpine Snowmobile Center, LLC.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this Release, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This Release may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any

subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the rental of a snowmobile from Alpine Snowmobile Center, LLC. Every term and provision of this Release is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I ATTEST THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER (OR THAT IF I AM YOUNGER, MY PARENTS OR LEGAL GUARDIAN HAVE EXECUTED THIS RELEASE BELOW), AND THAT I AM PHYSICALLY FIT AND SUFFICIENTLY TRAINED TO RENT, DRIVE, OR RIDE AS A PASSENGER, ON A SNOWMOBILE AND MY PARTICIPATION IS VOLUNTARY.

I ALSO AGREE THAT I AM FULLY RESPONSIBLE FOR ANY DAMAGE TO THE SNOWMOBILE I RENTED FROM ALPINE SNOWMOBILE CENTER, LLC.

I agree it is my sole responsibility to be familiar with trails, trail maps, posted signage, and any rules and regulations of Releasees' and agree to comply with, at minimum, the following rules and regulations:

It is the responsibility of the person renting a snowmobile from Alpine Snowmobile Center, LLC to enforce the rules and regulations for any snowmobile(s) rented by him or her.

All drivers must be listed below and must be 18 years or older with a valid driver's license. All passengers must also be listed below.

No person should drive or ride on a snowmobile if he/she: (i) is pregnant; (ii) Had had a recent bone injury; (iii) Does not fit comfortably on the snowmobile seating area; (iv) Has any back, neck, or heart problems; or (v) Has any mental or physical limitations preventing him/her from, or limiting his/her ability to, safely and properly drive or ride on a snowmobile.

All drivers of a snowmobile must obey all motor vehicle laws which apply. They include, but are not limited to the following:

- **25 MPH speed limit (at Lake Alpine & Spicer) / 15 MPH speed limit (in Bear Valley Village)**
- **Staying only on groomed trails.**
- **No drinking and driving! No driving while intoxicated! No alcohol or recreational drugs on board.**
- **Stay on the right side of trails (all trails are two directions).**
- **No reckless or unsafe driving!**
- **Yield to pedestrians and snowshoers. Please use caution (don't crowd) and be courteous (go slow) when encountering pedestrians, skiers, and snowshoers.**

Helmets are required and must be worn at all times when riding a snowmobile.

All snowmobile rentals must stay together - "Buddy System" – unless separated by an emergency.

At Lake Alpine and Spicer, passengers on a snowmobile must be at least five (5) years of age.

In Bear Valley Village, passengers on a snowmobile must be at least five (5) years of age unless restrained in a "Kid Karrier." Passengers restrained with a "Kid Karrier" (No Additional Charge) can be as young as two (2) years of age.

At no time shall there be more than two people on one snowmobile. Any person, regardless of age or size, counts as one person. Maximum weight limit is 450 lb. per snowmobile. No passengers are allowed in "cargo" sleds.

A credit card damage deposit is required per snowmobile and will be refunded if the snowmobile(s) is(are) returned in the same condition as it/they was/were rented; normal wear and tear excepted. **All damaged parts are the responsibility of the renter** and will be replaced with new ones at the sole cost of the renter.

If any of the rules and regulations are violated, Alpine Snowmobile Center, LLC reserves the right to remove any and all privileges without refund.

I have read and understand these rules and regulations and by my initial below agree that I will adhere to all such rules and regulations.

(One form per family or group)

(INITIAL)

| PRINT NAME (AND CHECK BOX IF APPROPRIATE) | SIGNATURE RELEASE OF LIABILITY | DRIVERS LIC. # (IF APPLICABLE) | PHONE # | RULES READ |
|---|--|--|----------------|----------------------|
| <input type="checkbox"/> PARENT OR GUARDIAN <input type="checkbox"/> MINOR | X | | | X |
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