

# Pocono Outdoor Adventure Tours - Rental Agreement

**WARNING:** There are significant elements of risk in any outdoor adventure, sport, or activity associated with the operation of a vehicle on off-highway terrain such as wooded trails, fields and snow, including but not limited to UTV's, Jeeps, snowmobiles and ATV's (referred to herein as "activity") and the use of related equipment.

**ACKNOWLEDGEMENT OF RISKS:** I realize that there is an inherent danger in any activity which takes place in, on or around off-highway terrain and that such activity may involve hazards including but not limited to: 1) inclement weather, varying or severe snow, ice, wind, weather, and visibility conditions; 2) The presence of objects, wholly or partially obstructed view; 3) The thickness or stability of snow, snow ledges, and/or ice; 4) My physical coordination and balance, the speed at which I travel, the presence of other participants, and my ability to control equipment and follow directions.

I am aware that certain foreseeable and unforeseeable events can pose a dangerous risk to my safety; that certain risks associated with this activity including but not limited to collision, falls, equipment failure, and operator error can result in personal injury and accidents; that personal property may be damaged or lost; that I may suffer accidents or illness in remote places where there are no available medical facilities; and that I should ask about other potential hazards and recommended precautions and procedures. Wearing appropriate clothing is a basic safety precaution.

**EXPRESS AND ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the activity which I and any minor children for which I am responsible will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and using the equipment. I/We participate willingly and voluntarily. I assume full responsibility for personal injury, accidents or illness (including death), and any related expenses. I assume full responsibility for damage to or loss of my/our personal property **as well as full financial responsibility for any damage I may cause to the vehicle while in my possession.**

**COVENANT OF GOOD FAITH:** I recognize that you, as provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse to terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives.

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs to rescue and/or medical services as may be incurred on my/our behalf.

**RELEASE:** in consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release:

## POCONO SNOWMOBILE RENTALS, INC. , dba., Pocono Outdoor Adventure Tours

Its, principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

**I HAVE READ AND UNDERSTOOD THE FOREGOING ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I MAY BE WAIVING VALUABLE LEGAL RIGHTS.**

Participant's Name (printed) \_\_\_\_\_

Age \_\_\_\_\_

Signature \_\_\_\_\_

email: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

If you will operate the vehicle: Driver's license No: \_\_\_\_\_ State of Issue: \_\_\_\_\_ Expiration \_\_\_\_\_

If participant is under 18, the Parent or Legal Guardian must also sign: \_\_\_\_\_

**◆IF YOU ARE NOT WILLING TO SIGN THIS RELEASE, PLEASE RETURN TO THE TICKET WINDOW◆**  
**◆FOR A FULL REFUND◆**